



# **COUNCIL MEETING AGENDA**

## **May 14, 2015**

Members may attend in person or by telephone.

John W. Lewis, *Mayor*  
Jordan Ray, *Vice Mayor*

Eddie Cook  
Victor Petersen  
Jared Taylor

Jenn Daniels  
Brigette Peterson

**Municipal Center, Council Chambers**  
**50 East Civic Center Drive**  
**Gilbert, Arizona**

**Regular Meeting**  
**6:30 PM**

**AGENDA ITEMS MAY BE DISCUSSED IN A DIFFERENT SEQUENCE.**  
**ITEMS WILL NOT BE DISCUSSED PRIOR TO POSTED MEETING TIME.**

### **AGENDA ITEM**

#### **CALL TO ORDER**

#### **PRESENTATION OF STUDENT CITIZEN OF THE MONTH AWARD**

#### **INVOCATION AND PLEDGE OF ALLEGIANCE**

The invocation may be offered by a person of any religion, faith, belief or non-belief, as well as Councilmembers. A list of volunteers is maintained by the Town Clerk and interested persons should contact the Clerk for further information.

Mayor invites all scouts present to the front of the Council Chambers.

Pledge of Allegiance and introduction and recognition of scouts.

Invocation by Rolf Trainor, Mission Community Church.

#### **ROLL CALL**

#### **PRESENTATIONS; PROCLAMATIONS**

1. Pillar of the Month - Caring.
2. Proclamation declaring May 16, 2015 as Kids to Parks Day.

3. Recognition of current and former Gilbert high school students for their outstanding accomplishments.
4. Recognition of Peyton Mahony for being named the recipient of the 2015 Mayor's Youth Leadership Award.
5. Recognition of Knights of Columbus – St. Anne Council #10540 for their donations to Chandler/Gilbert Arc and Gilbert High School.
6. Presentation on the upcoming Copper State Classic at AZ ICE on May 16-17, 2015.
7. Presentation of Sports Field Needs Assessment Report and acceptance of the report by the Council.
8. Presentation of Town Cemetery Feasibility Study, acceptance of the study by Council, and direction to staff.

## **COMMUNICATIONS FROM CITIZENS**

At this time, members of the public may comment on matters within the jurisdiction of the Town but not on the agenda. The Council's response is limited to responding to criticism, asking staff to review a matter commented upon, or asking that a matter be put on a future agenda.

## **CONSENT CALENDAR**

All items listed below are considered consent calendar items and may be approved by a single motion unless removed at the request of Council for further discussion/action. Other items on the agenda may be added to the consent calendar and approved under a single motion.

9. ANNEXATION A15-04 – consider adoption of an Ordinance for right-of-way along Baseline Road at the Consolidated Canal contingent upon approval by the Maricopa County Board of Supervisors.
10. DEVELOPMENT AGREEMENT – consider adoption of a Resolution approving the second amendment to the Development Agreement with NRI-Rivulon, LLC to extend the timeline for the completion of Pecos Road to June 18, 2016 and authorize the Mayor to execute the required documents.
11. DEVELOPMENT AGREEMENT – consider adoption of a Resolution approving a Development Reimbursement Agreement with East Valley Institute of Technology (EVIT) for partial reimbursement of a traffic signal at the intersection of Power Road and Verona Avenue and authorize the Mayor to execute the required documents.
12. BUDGET/CAPITAL PROJECTS - consider:

a) authorizing a Contingency Transfer in the amount of \$270,000 for the material procurement and construction of a traffic signal at the Power Road and Verona Avenue intersection with the Streets Fund as the designated revenue source; and

b) approval of Job Order Contract Task Order No. 39 Contract No. 2013-7003-0180 with CS Construction in an amount not to exceed \$180,737.49 for the construction of the traffic signal at the Power Road and Verona Avenue intersection, Project No. TS181, and authorize the Mayor to execute the required documents.

13. GRANT – consider application and acceptance of 12% Gaming Contribution Grant No. 2015-1002-0718 from the Salt River Pima-Maricopa Indian Community in the amount of \$20,000 for the Native American Management Internship.

14. GRANT – consider application and acceptance of a Grant No. 2015-2106-0713 from SRP Aesthetics Program Funding for electrical undergrounding project located at Baseline Road and the Eastern Canal in the amount of \$106,000.

15. INTERGOVERNMENTAL AGREEMENT – consider approval of the renewal of Intergovernmental Agreement No. 2014-3002-0304 with the Town of Queen Creek for fire support services for a term of one year and authorize the Mayor to execute the required documents.

16. INTERGOVERNMENTAL AGREEMENT – consider approval of first amendment to the Intergovernmental Agreement No. 2013-5007-0352 with Maricopa County Library District for the Library Assistance Program and authorize the Town Manager to execute the required documents.

17. CONTRACT – consider approval of Engineering Services Contract No. 2015-7009-0719 with Black & Veatch for Phase 2 of the Santan Vista Water Treatment Plant, with the initial authorization for not to exceed \$600,000, effective upon award and terminating June 30, 2018, Project No. WA070, and authorize the Mayor to execute the required documents.

18. CONTRACT – consider authorizing an expenditure utilizing Contract No. 2015-1105-0447 with Motorola Solutions in an amount not to exceed \$163,495 for Public Safety two-way radios and authorize the Mayor to execute the required documents.

19. CONTRACT – consider approval of renewal of Purchase Contract No. 2013-3002-0133 with United Fire Equipment Company for a term of one year in an amount not to exceed \$150,000 for department uniforms and authorize the Mayor to execute the required documents.

20. CHANGE ORDER – consider approval of Change Order No. 1 to Contract No. 2015-7003-0477 with Blucor Contracting increasing the contract amount by \$482,330.50 for Germann Road –Val Vista to Higley Improvement Project, Project No. ST058.

21. PURCHASE - consider a motion to:

a) authorize the purchase of one Peterbilt 348 with Brutus Rear Loader pursuant to Cooperative Purchase Agreement No. 2015-1103-0426 with Rush Truck Center Phoenix in an amount not to exceed \$179,930 including taxes; and

b) authorize an Environmental Services Residential Contingency Fund transfer in the amount of \$4,930.

22. BUDGET - consider approval of a Contingency Transfer in the amount of \$804,951 to reimburse Taylor Morrison for an overpayment per the terms of Resolution No. 3011.

23. BUDGET - consider approval of Contingency Transfer in the amount of \$132,039 for the Claim Settlements incurred for the period January 1, 2015 to March 31, 2015.

24. BUDGET / ENVIRONMENTAL SERVICES - consider authorizing the use of Environmental Services Commercial contingency in the amount of \$100,000.

25. PARKWAY IMPROVEMENT DISTRICT - consider publicly declaring bids for Parkway Improvement Districts for FY2016; reject all bids but the bid of the lowest and best responsible bidder; waive clerical errors; and award contracts for the work and authorize the Mayor to execute the required documents as follows:

a) Contract No. 2015-8003-0673 with Somerset Contracting in the amount of \$189,938.10 for work in PK No. 07-03, rejecting the bid alternate in the amount of \$12,189.72;

b) Contract No. 2015-8003-0674 with Somerset Contracting in the amount of \$42,023.80 for work in PK No. 07-04;

c) Contract No. 2015-8003-0675 with Somerset Contracting in the amount of \$31,281.32 for work in PK No. 07-09; and

d) Contract No. 2015-8003-0676 with Somerset Contracting in the amount of \$15,435.60 for work in PK No. 07-11.

26. HUMAN RESOURCES - consider approval of the purchase of Public Entity Insurance from Travelers Insurance Company for FY2015-16 and authorize the staff to execute the necessary documents.

27. HUMAN RESOURCES - consider approval of Workers' Compensation Insurance Policy from Travelers Insurance Company for FY2015-16 with and authorize the staff to execute the necessary documents.

28. FINAL PLAT SP1434 - consider approval of the final plat for Commerce Property located at the northeast corner of the Union Pacific Railroad spur line and the Western Canal.



29. FINAL PLAT SP1437 - consider approval of a replat of "The Bridges East Parcel 2-5" located on the southwest corner of Recker Road and Azalea Drive.

30. MINUTES – consider approval of the minutes of the 4-28-15 Study Session, 4-28-15 Special Meeting, 4-30-15 Executive Session, and 4-30-15 Regular Meeting.

## **PUBLIC HEARING**

Items will be heard at one Public Hearing; at which time anyone wishing to comment on a Public Hearing Item may do so. Comments will be heard from those in support of or in opposition to an item. Hearings are noticed for 7:00 p.m.

In order to comment on a Public Hearing Item, you must fill out a public comment form, indicating the Item Number on which you wish to be heard. Once the hearing is closed, there will be no further public comment unless requested by a member of the Council. After the Public Hearing, the Council may act on all items not requiring additional staff, public, or Councilmember comment with a single vote.

31. LIQUOR LICENSE – conduct hearing and consider approval of a Series 6 Bar Liquor License for Fat Cats Entertainment Center located at 4321 East Baseline Road.

32. LIQUOR LICENSE – conduct hearing and consider approval of a Series 12 Restaurant Liquor License for House of Brews Sports Grill located at 825 South Cooper Road #B-5 and #B-6.

33. CAPITAL IMPROVEMENT PLAN - conduct hearing, consider accepting the draft Capital Improvement Plan 2016-2020 Gilbert's Infrastructure Improvement Plan, and declare it as a public document.

34. ZONING Z14-15-E - conduct hearing and consider adoption of an Ordinance amending the Town of Gilbert Land Development Code, Chapter 1 Zoning Regulations, Division 5 Administration, Article 5.1 Planning Administration, Section 5.108 Design Review Board related to board membership requirements; and Article 5.6 Design Review, Section 5.602 Procedures and Responsibilities related to administrative design review for building expansions and subdivision open space plans. The effect of these amendments will be to add membership categories to the Design Review Board, to add administrative design review for building expansions in Employment zoning districts, and to clarify administrative design review for subdivision open space plans.

35. PROPERTY ACQUISITION – conduct hearing and consider adoption of a Resolution approving the acquisition of right-of-way and easements on Parcel Nos. 304-27-013N and 304-27-016S (Johnston Farms) for the Higley and Agritopia Loop Improvement Project, CIP Project No. TS179.

## **RECESS REGULAR MEETING AND CONVENE SPECIAL MEETING**

36. BUDGET - conduct hearing and consider adoption of the preliminary budget of \$621,134,250 for the period of July 1, 2015 to June 30, 2016 and establish June 4, 2015 as the date of public hearing and adoption of the final budget.

## **ADJOURN SPECIAL MEETING AND RECONVENE REGULAR MEETING**

### **ADMINISTRATIVE ITEMS**

Administrative Items are for Council discussion and action. It is to the discretion of the majority of the Council regarding public input requests on any Administrative Item. Persons wishing to speak on an Administrative Item should complete a Request to Speak Form and indicate the Item they wish to address. Council may or may not accept public comment.

37. BOARDS AND COMMISSIONS – consider appointment of three regular members to the Parks, Recreation and Library Services Advisory Board with a term beginning May 15, 2015 and ending May 12, 2018.

38. BOARDS AND COMMISSIONS – consider appointment to the Planning Commission of:

- a) three regular members with terms beginning June 2, 2015 and ending June 1, 2019; and
- b) one alternate member with a term beginning June 2, 2015 ending June 1, 2016.

39. BOARDS, COMMISSIONS, AND COMMITTEES - reports from Council Liaisons for the:

- a) Subcommittee on Board and Commission Application Screening, Interview, and Selection
- b) Other Council Subcommittees
- c) Design Review Board
- d) Environmental and Energy Conservation Advisory Board
- e) Gilbert Educational Cable Access Governing Board
- f) Arts, Culture and Tourism Board
- g) Human Relations Commission
- h) Industrial Development Authority
- i) Mayor's Youth Advisory Committee
- j) Parks, Recreation and Library Services Advisory Board
- k) Planning Commission
- l) Redevelopment Commission
- m) Gilbert Public Facilities MPC
- n) Gilbert Water Resources MPC
- o) Gilbert Self-Insured Trust Fund
- p) Regional Meetings
- q) Utility Board

### **POLICY ITEMS**

40. POLICY NO. 2015-03 - consider approval of Council Policy No. 2015-03 regarding Advertising, Sponsorship and Naming Rights, which amends Policy No. 2015-02 to require all net advertising revenue, except revenue generated by Parks or event sponsorship, be used to fund social services through the Town's "Neighbor 2 Neighbor" program.

## **FUTURE MEETINGS**

There may be a discussion of whether to place an item on a future agenda and the date, but not the merits of the item.

## **COMMUNICATIONS**

Report from the TOWN MANAGER on current events.

Report from the COUNCIL on current events.

Report from the MAYOR on current events.

## **ADJOURN**

**NOTICE TO PARENTS:** Parents and legal guardians have the right to consent before the Town of Gilbert makes a video or voice recording of a minor child. A.R.S. 1-602.A.9. Gilbert Council Meetings are recorded and maybe viewed on Channel 11 and the Gilbert website. If you permit your child to participate in the Council Meeting, a recording will be made. If your child is seated in the audience your child may be recorded, but you may request that your child be seated in a designated area to avoid recording. Please submit your request to the Town Clerk.

## **Character Counts!**

### **Pillar of the Month for May**

**This month's highlighted pillar is**

**“Caring”**

**As Councilmembers and Town Staff, we truly care about each customer that our organization relates to, both internally and externally. We are committed to building lasting relationships. We are sincerely concerned about those we serve by expressing gratitude and helping people in need.**

# *Proclamation*

**WHEREAS**, May 16, 2015 is the fifth Kids to Parks Day organized and launched by the National Park Trust; and

**WHEREAS**, Kids to Parks Day empowers kids and encourages families to get outdoors and visit America's parks; and

**WHEREAS**, it is important to introduce a new generation to our nation's parks because of the decline in Park attendance over the last decades; and

**WHEREAS**, we should encourage children to lead a more active lifestyle to combat the issues of childhood obesity, diabetes mellitus, hypertension and hypercholesterolemia; and

**WHEREAS**, Kids to Parks Day is open to all children and adults across the country to encourage a large and diverse group of participants; and

**WHEREAS**, Kids to Parks Day will broaden children's appreciation for nature and the outdoors; and

**NOW THEREFORE, I**, John Lewis, Mayor of Gilbert, do hereby proclaim to participate in **Kids to Parks Day**. I urge residents of Gilbert to make time May 16, 2015 to take the children in their lives to a neighborhood, state or national park.

In witness thereof, I hereby set my hand and affix the Official Seal of the Office of the Mayor, Town of Gilbert, Arizona, this 14<sup>th</sup> day of May 14, 2015.

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John W. Lewis, Mayor

# Certificate of Appreciation

**Presented To**  
**Andi Weekes**

On behalf of the Gilbert Town Council, we extend a very special "recognition" for your gracious time and leadership shown by your support of the Unified Sports program by being a partner in flag football and track. You have also been a fantastic team manager for the Unified Basketball Team. Thank you for being so responsible, supportive and helpful. You make Perry High School a better place and you are an appreciated citizen of Gilbert!

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John W. Lewis, Mayor

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May 14, 2015

Date



# Certificate of Appreciation

**Presented To**

**Brianna Hatch**

On behalf of the Gilbert Town Council, we extend a very special "congratulations" for earning the Arizona Soccer Player of the Year Award while leading the Highland Hawks to a state championship. In addition to your soccer accolades, you are also a leader inside and outside the classroom. Your membership as a Gilbert Golden Scholar and your countless hours volunteering for the community show great leadership and character. Best of luck to you in your future endeavors on the soccer field and in the community. You are an ambassador to Gilbert!

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John W. Lewis, Mayor

May 14, 2015

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Date



# Certificate of Appreciation

**Presented To**  
**Emily Transtrum**

On behalf of the Gilbert Town Council, we extend a very special “recognition” for your outstanding leadership and character displayed as a Higley High School student. Your high school years are defined by stellar academic performance and extensive extracurricular involvement. Thank you for being an excellent ambassador to the Town of Gilbert when you were an exchange student to China last summer. Best of luck in your future plans to study international business and global relations in the Pan-Asian market. You are an appreciated citizen of Gilbert!

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John W. Lewis, Mayor

May 14, 2015

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Date



# Certificate of Appreciation

**Presented To**

**Kristine Mayormita**

On behalf of the Gilbert Town Council, we extend a very special "recognition" for your excellence displayed as a student at Gilbert High School. Your work as an honor student, choir member and cheerleader is admirable. Thank you for all the time and energy you spent volunteering in the community from hospitals and schools to fundraisers and other activities. Best of luck to you in your future endeavors as you work toward your goal of becoming a doctor. You are a valuable resident of Gilbert!

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John W. Lewis, Mayor

May 14, 2015

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Date



# Certificate of Appreciation

**Presented To**

**Kyle Brue**

On behalf of the Gilbert Town Council, we extend a very special "congratulations" for your selection to the Navy Surface Nuclear Power Program. You have been a distinguished Mesquite High School alum while completing your engineering degree and as a member of ROTC at Arizona State University. Best of luck to you as you embark on the U.S.S. Dewey. You are a special ambassador of the Town of Gilbert!

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John W. Lewis, Mayor

May 14, 2015

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Date



# Certificate of Appreciation

**Presented To**  
**Mohin Patel**

On behalf of the Gilbert Town Council, we extend a very special "recognition" for your accomplishments at Gilbert Classical Academy. You showed great leadership and inspiration to others as founding member of STEAM Club, Civil Leaders of Tomorrow and Mu Alpha Theta. Your commitment to lead and motivate was also shown as Treasurer of National Honor Society, Captain of the varsity basketball team and your selection to the Cesar Chavez Leadership Camp. Best of luck to you and your bright future. You are a valuable resident of Gilbert!

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John W. Lewis, Mayor

May 14, 2015

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Date



# Certificate of Appreciation

**Presented To**

**Knights of Columbus — St. Anne's Council #10540**

On behalf of the Gilbert Town Council, we extend a very special "thank you" for your fundraising work and donations to Gilbert High School and Chandler/Gilbert Arc. Your annual "Tootsie Roll" drive helps provide teaching and support to those who work with intellectually and developmentally challenged individuals in Gilbert. Your group is much appreciated as great Town partners and your service to the community is commendable!

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John W. Lewis, Mayor

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May 14, 2015

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Date



## Council Communication

**TO:** Honorable Mayor and Councilmembers

**FROM:** Rod Buchanan, Parks and Recreation Director, 503-6280

**MEETING DATE:** May 14, 2015

**SUBJECT:** Presentation of Sports Field Needs Assessment Report

**STRATEGIC INITIATIVE:** Community Livability

The Sports Field Needs Assessment will contribute to Community Liveability by providing information on the needs for sports fields in Gilbert to assist with decision-making on future development.

### **RECOMMENDED MOTION**

Motion to accept the field needs assessment report.

### **BACKGROUND/DISCUSSION**

The sports field needs assessment was developed over a 5 month period beginning in December 2014. The intent of the assessment is to provide a guiding document that is comprehensive, strategic and proactive relative to current and future sports field development.

The assessment process was designed to be inclusive, transparent, fact-based, and responsive to the needs of Gilbert. Outreach for the plan included a series of interviews, meetings, sports organization questionnaires, and a public open house meeting. The assessment included verifying the field inventory, a condition assessment, usage, access and availability of relevant alternative providers within the Town of Gilbert (schools, private, HOA's, etc.) to provide analysis of field count, duplication of services and opportunities for collaboration.

The report notes that Gilbert places a high value on the availability of sports activities and facilities, as evidenced in the inventory of sports league participation and as supported in the high level of maintenance care found in the review of existing sports facilities. The report states that based upon the high participation rate of the community, the existing field quantities fall somewhat short of meeting demand. Game fields are also usable for practice, and because a

shortage of game fields exists, there is a shortage of space for practices. As Gilbert continues to be developed for residential expansion, more game fields should be considered to meet the increased demand for additional players and teams.

The report identifies a current game field need for 1 youth baseball, 3 adult softball fields, 1 soccer field and 1 football field. The minimum land required to construct these 6 fields and associated parking totals 19 acres. The future game field needs, for the build-out of Gilbert, is predicted to create additional game field demand (beyond current needs) for 6 youth baseball fields, 3 youth softball fields, 2 adult softball fields, 12 soccer fields, 7 football fields and 1 cricket field. The minimum land acreage needed for the 31 future game sports fields is 88.5 acres.

The total cumulative minimum need for future sports fields in Gilbert per the report is 107.5 acres (existing needs plus future needs). To allow for other utilitarian park functions that may be planned in a typical sports complex such as drainage features, park and recreation amenities like ramadas and picnic areas, park open spaces, spectator areas, informal warm-up/practice areas and buffer zones, the total land that would be needed to accommodate all the current and future 37 game sports fields needs is approximately 172 acres.

The recommendation of the study is for the town to consider establishing a level of service in long range planning for a sports complex in relationship to the 172 acres to meet the current and projected needs of the community.

Specific policy decisions or financial decisions related to the plan are not being requested at this time.

### **FINANCIAL IMPACT**

The sports field needs assessment is a guiding document relative to current and future sports field service delivery. Projects will be brought forward on a case by case basis with the financial impact of the project detailed.

No financial or budgetary commitments are being requested related to the acceptance of the sports field needs assessment report at this time.

### **STAFF RECOMMENDATION**

Staff recommends acceptance of the sports field needs assessment report.

Respectfully submitted,

Rod Buchanan  
Parks and Recreation Director

**Approved By**

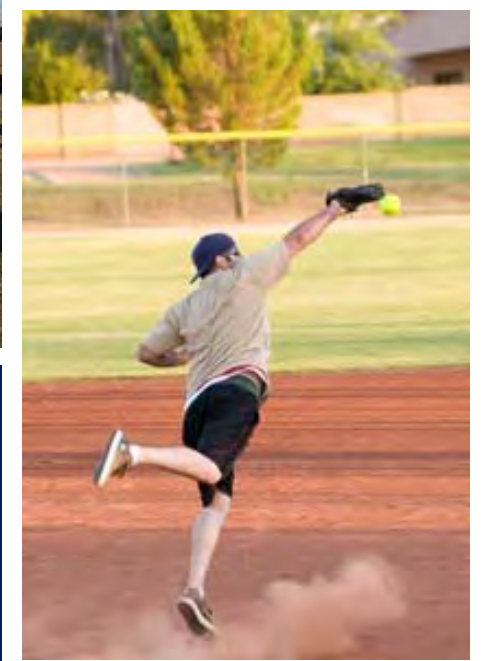
Rod Buchanan

**Approval Date**

5/4/2015 9:51 AM

# TOWN OF GILBERT

## SPORTS FIELDS NEEDS ASSESSMENT





## TABLE OF CONTENTS

### Chapter

PREFACE .....	3
EXECUTIVE SUMMARY .....	4
1.0 INTRODUCTION .....	5
2.0 NEEDS ASSESSMENT .....	8
3.0 RECOMMENDATIONS.....	34

## PREFACE

This document is organized into the following sections:

### Executive Summary

This section provides a summation of the key findings of the report for a quick reference.

### Chapter One: Introduction

This section provides an overview of the purpose of the Sports Fields Needs Assessment, the process utilized, and an analysis of the Town demographics.

### Chapter Two: Sports Fields Needs Assessment

Understanding the existing conditions in the community is an essential step in the Sports Fields Needs Assessment process. The Needs Assessment provides an inventory of the existing sports fields, and includes review and evaluation of potential public school facilities, private recreation facilities, and a listing of other publicly-owned or available lands (opportunity sites) within the limits of Gilbert.

The Needs Assessment further provides a detailed assessment of the recreation facility needs of the Gilbert community. Data from the community was obtained to develop an understanding of the demand for a variety of facilities. The assessment utilized the following needs identification tools:

**Community Outreach:** Information gathered from the community through a series of interviews, meetings, sports organization questionnaires, and a public open house meeting.

**Recreation Demand and Needs Analysis:** An evaluation of current and future sports fields needs was developed using results from the sports organization questionnaires, staff input, facility inventory, and relevant demographic projections.

**Service Area Analysis:** An evaluation of how sports fields are utilized throughout Gilbert.

**Acreage Analysis:** An evaluation of park land acreage needs in Gilbert based on established standards and on identified need for specific recreation, practice and competition sports fields.

### Chapter Three: Recommendations

Chapter Three provides recommendations with respect to existing and future sport fields and joint-use collaborative or partnering opportunities. Recommendations are intended to address the facility needs identified in Chapter Two and are the result of existing inventory, analysis of demand, community input, and consideration of the proposed service goal of the 2014 Parks, Recreation and Trails Master Plan to provide a range of facilities that meet recreation needs of Town residents.

## EXECUTIVE SUMMARY

Gilbert places a high value on the availability of sports activities and facilities, as evidenced in the inventory of sports league participation found on Exhibit 2.1 of this report and as evidenced in the high level of maintenance care found in the review of existing sports facilities. This report found that based upon the high participation rate of the community, the existing field quantities fall somewhat short of meeting the demand. Game fields are also usable for practices, and because a shortage of game fields exists, there is a shortage of space for practices. As Gilbert continues to be developed for residential expansion, more game fields would be needed to meet the increased demands for additional players and teams.

The current needs are for 1 additional youth baseball, 3 additional adult softball fields, 1 additional soccer fields and 1 football field. The land required to construct these fields and associated parking areas totals 19 acres. The future needs, looking forward to the eventual build-out of Gilbert, will create an additional demand (beyond current needs) for 6 more youth baseball fields, 3 more youth softball fields, 2 adult softball fields, 12 more soccer fields, 7 more football fields and 1 cricket field. The land acreage needed for the future sports fields is 88.5 acres.

The total cumulative need for future sports fields in Gilbert is 107.5 acres (existing needs plus future needs). Utilizing industry standards for park development, a multiplier of 1.6 times this figure is used to allow for other utilitarian park functions that should be planned in a typical sports complex such as drainage features, park and recreation features such as ramadas and picnic areas, open spaces, trails/pathways, spectator areas, informal warm-up/practice areas and buffer zones. Therefore, the total land that would be needed to accommodate all the current and future sports fields needs is 172 acres. The recommendation of this plan is for the town to consider a level of service in long range planning for a sports complex in relationship to the 172 acres to meet the current and projected needs of the community.

## 1.0 INTRODUCTION

The methodology for assessing Gilbert’s sports fields needs is based on the guiding principle that the quality of life in Gilbert depends in part upon the availability and quality of sports fields, parks, recreation facilities, and places in which to operate athletic programs. Across the nation, organizations such as the National Recreation and Park Association describe the many important ways recreation facilities and programming can help in creating healthy lifestyles and livable communities, including:

- Strengthen community image and sense of place
- Support economic development
- Strengthen safety and security
- Promote health and wellness
- Foster human development
- Increase cultural unity
- Facilitate community problem solving
- Provide competition and recreational experiences

**“Local parks and recreation are the gateways to healthy, prosperous and connected communities”**

-National Recreation and Park Association

### 1.1 Purpose of the Needs Assessment

The purpose of this Needs Assessment is to provide a realistic and visionary guide for the creative, orderly development and management of sports fields now and into the future. This Needs Assessment is a planning and implementation tool for the Town Council, the Gilbert Parks, Recreation and Library Services Advisory Board, and staff. It provides defensible information for addressing Gilbert’s vision based on current analysis and community and professional staff input.

**Key questions discussed in this Sports Fields Needs Assessment included: What forecasted changes in growth, demographic and utilization patterns will affect the Town’s sports fields needs? What usage conditions, additions, trends or modifications of sports fields have occurred over time? What changes should be made to existing sports fields now and into the future?**

In February of 2014, Gilbert adopted a Parks, Recreation and Trails Master Plan that built upon many previous planning efforts and obtained new community and staff guidelines for park amenities in general. This Needs Assessment builds upon the Master Plan by providing detailed and specific analysis for the active sports fields components of the recreation system in Gilbert, and provides an up-to-date understanding of current and future sports fields utilization, needs and opportunities specific to Gilbert.

## 1.2 Context

### Historical Population Growth

Exhibit 1.1, Population Growth Over Time in Gilbert presents a twenty-five year history of population growth within Gilbert, and a projection for twenty years into the future. As Exhibit 1.1 illustrates, population growth in Gilbert almost tripled from 1990 to 2000, and almost doubled from the 2000 Census to the 2010 Census. In the past five years of recession economy, it has slowed to a still impressive 10.3% increase. The pace of future development is estimated by the Economic Development Department of the Gilbert to maintain a pace of 2.05% per year.

**EXHIBIT 1.1: Population Growth Over Time in Gilbert**

YEAR	POPULATION	% CHANGE/DECADE	ANNUAL % CHANGE
1990	29,000		
2000	110,000	276%	27.67%/year
2010	208,500	90%	9.0%/year
CURRENT (2015)	230,000	20.6%	2.06%/year
2035 (PROJECTED EST.)	325,000	20.5%	2.05%/year

**EXHIBIT 1.2: MEDIAN AGE OVER TIME**

YEAR	POPULATION	MEDIAN AGE	NATIONAL MEDIAN AGE
1990	29,000		
2000	110,000	30.1 years	35.3 years
2010	208,500	31.9 years	37.2 years
CURRENT (2015)	230,000	32.4 years	37.6 years
2035 (PROJECTED EST.)	325,000	36.0 years	39.0 years

Exhibit 1.2 shows a demographic trend in Gilbert that will have an impact on sports field usage. The trend indicates a lower median age than the national average. This is likely due to Gilbert's high growth rate of new housing starts in the past, resulting in attracting many families that have young children. The net effect of this demographic characteristic is that Gilbert has a growing participation rate in sports activities, especially for youth. The next exhibit shows an even clearer picture of the youthful characteristics of Gilbert versus national and Arizona age demographics.

**EXHIBIT 1.3: AGE CHARACTERISTICS OF GILBERT COMPARED TO NATIONAL AVERAGES**

<b>AGE IN 2010 CENSUS</b>	<b>GILBERT % OF POPULATION</b>	<b>US % OF POPULATION</b>	<b>ARIZONA % OF POPULATION</b>
UNDER 5	8.5%	6.5%	7.4%
AGE 5 TO 17	22.7%	17.5%	17.2%
AGE 18 TO 24	8.8	9.9	11.1%
AGE 25 TO 44	31.9%	26.6%	27%
AGE 45 TO 64	22.1	26.5	24.1%
AGE 65 AND OVER	6%	13%	13.3%

The presence of higher averages than national and Arizona age categories in the under 5 and 5 to 17 groups shows a clear reason why youth sports should be a priority for Gilbert. Future growth in Gilbert is anticipated to be steady as shown on Exhibit 1.1, and while the demographic profile indicates a slight percentage increase in the median age, the number of persons in the 5-18 age group is anticipated to continue to grow steadily. This age group has the highest participation rates in youth sports activities in Gilbert. The inventories in the following chapter reinforce this data, indicating that Gilbert has a higher utilization of sports fields as compared to other communities in Arizona, which is taken into account in the planning of future facilities.

## 2.0 NEEDS ASSESSMENT

This portion of the report provides an overview of existing sports fields, an analysis of the existing usage patterns, community input on the analysis, and calculations that form the basis for establishing a baseline for current and projections of future sports fields needs in Gilbert.

### 2.1 Existing Participation in Sports Leagues

To assess the demand for sports fields, an outreach effort was utilized to gather data on the accurate size, game and practice usage patterns, and growth estimates for the users of Gilbert's sports fields. Gilbert has a very high rate of participants in sports, due in large part to the relatively young demographic makeup, as shown in Chapter One, as well as a very favorable year-round climate for outdoor activity in all but the hottest months of summer. This high usage pattern almost year-round limits the ability of maintenance staff to provide rotation for resting and rehabilitation of the Bermuda turf grass.

Every sports league in Gilbert was provided the opportunity to complete a Sports League Questionnaire that asked questions about the league's characteristics, such as; primary season of competition, size of league and teams, fields utilized for practice and competitions, growth expectations, and other relative data. A series of meetings, follow-up discussions, and teleconferences were provided with all of the league's representatives to discuss the questionnaire, verify data and gather other pertinent information for the Needs Assessment. Most league representatives expressed Gilbert and school fields were available for use, but universally their desire was to first utilize Gilbert sports fields and school fields only if necessary, due to the higher costs and somewhat unpredictable schedule for school fields. Exhibit 2-1 on the following page provides an inventory of the data collected from the Sports League Questionnaires, and provides the current level of participation of the organized sports leagues in Gilbert.

**EXHIBIT 2.1: INVENTORY OF SPORTS LEAGUES, PARTICIPANTS, AND TEAMS**

FACILITY	PEAK SEASON START	PEAK SEASON END	NUMBER OF PARTICIPANTS	NUMBER OF TEAMS	LEGEND:
<b>BASEBALL</b>	<b>February</b>	<b>May</b>			
GALL	Feb	May	540	41	GALL- Gilbert American Little League, GNLL – Gilbert National Little League, SEDLL – Southeast Diamondbacks Little League, NYS – National Youth Sports, GSLL- Gilbert Softball Little League (Girls), GYSA- Gilbert Youth Soccer Association, AYSO-Arizona Youth Soccer Organization, ASC-Arizona Soccer Club, GYFL- Gilbert Youth Football League, CTC-Coast to Coast, OTZ-Own the Zone, GCPW- Gilbert Chandler Pop Warner, EVSL-East Valley Scorpions Lacrosse, GTL- Gilbert Tigers Lacrosse
GNLL	Feb	May	481	37	
SEDLL	Feb	May	385	26	
Town	March	May	336	24	
NYS	March	May	303	23	
<b>TOTAL</b>			<b>2045</b>	<b>151</b>	
<b>SOFTBALL</b>	<b>Feb</b>	<b>June</b>			
<b>YOUTH:</b>					
GSLL	Feb	June	550	50	
NYS	Feb	June	60	5	
Town Girls League	March	May	182	13	
<b>ADULT:</b>					
Town League	Feb	June	1667	113	
<b>TOTAL</b>			<b>2459</b>	<b>181</b>	
<b>SOCCER</b>	<b>Sept</b>	<b>Dec</b>			
GYSA	Sept	Dec	3125	291	
AYSO	Sept	Nov	1080	102	
ASC	Sept	Dec	1200	130	
NYS			412	37	
<b>TOTAL</b>			<b>5817</b>	<b>560</b>	
<b>FOOTBALL</b>	<b>Aug</b>	<b>Nov</b>			
GYFL	Aug	Nov	750	60	
CTC	March	May	1200	110	
OTZ	Sept	Nov	290	29	
GCPW	Sept	Dec	649	26	
<b>TOTAL</b>			<b>2889</b>	<b>225</b>	
<b>LACROSSE</b>	<b>Dec</b>	<b>May</b>			
EVSL	Dec	May	95	5	
GTL	Dec	May	105	6	
<b>TOTAL</b>			<b>200</b>	<b>11</b>	
<b>RUGBY</b>	<b>Nov</b>	<b>Apr</b>	<b>105</b>	<b>7</b>	
<b>CRICKET</b>	<b>Oct</b>	<b>May</b>	<b>40</b>	<b>2</b>	
<b>GRAND TOTAL</b>			<b>13555</b>	<b>1137</b>	

## 2.2 Existing Sports Fields

Well-maintained sports fields are available throughout Gilbert facilities. Each park was visited by the consultant team to assess the level of service, condition, and quantity of fields. A description on each park site and school site is included at the end of this chapter. Upon detailed review of the existing facilities, a diverse combination of good quality Town fields were observed. With the community's high participation in sports, the current quantity of fields is challenged to meet the game and practice needs and usage patterns of the community. The projected growth of the community and corresponding growth



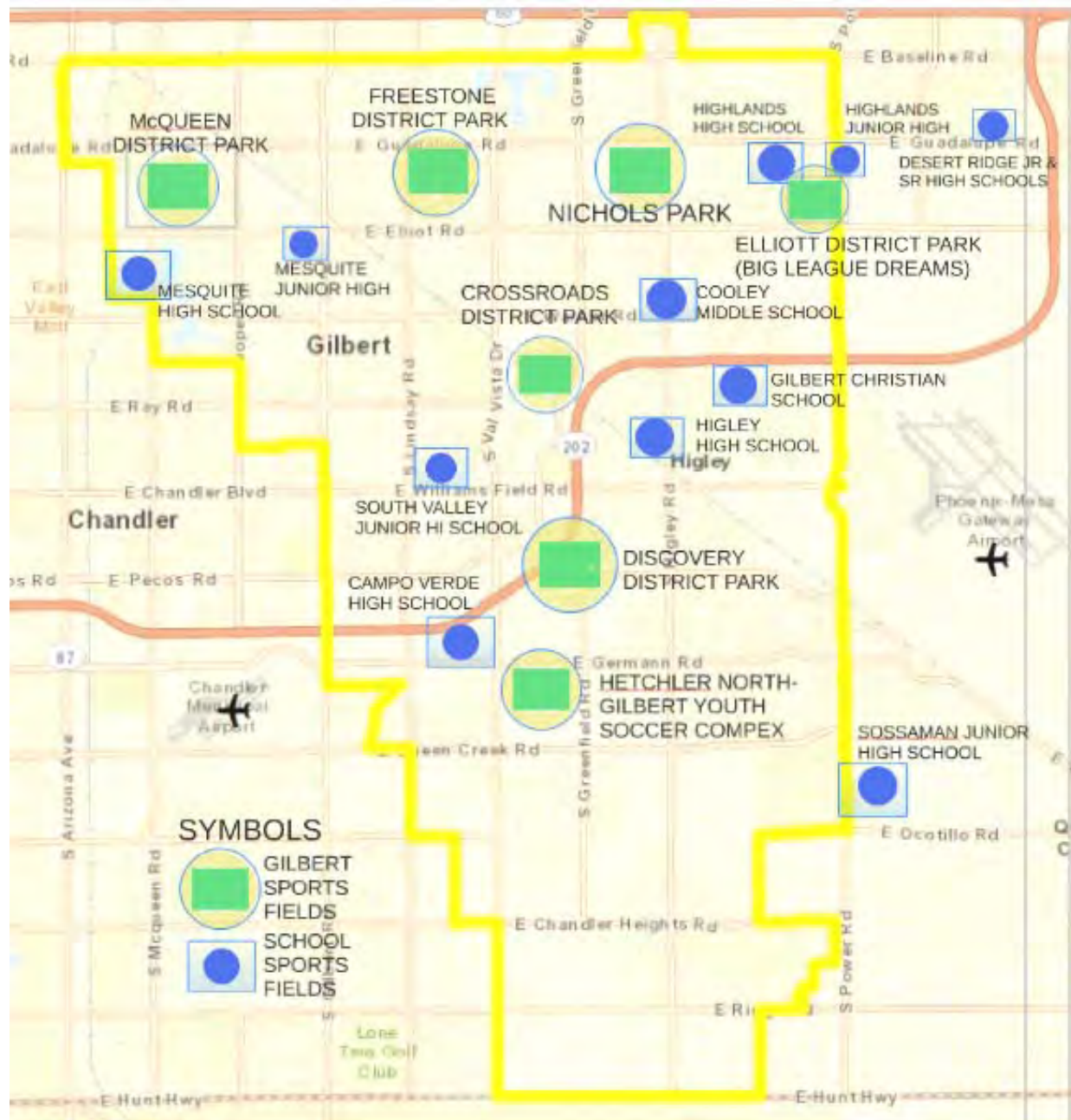
in teams and new sports organizations will increase the requests for fields, creating a need to find time slots outside of the premium times or fit into existing schedules on Gilbert fields or on fields in neighboring communities. This has a limiting effect on growth of league play and practice opportunities. The high participation use rate results in a shortage of fields for baseball, softball, soccer and football, as will be shown in detail in the exhibits and paragraphs that follow.

Field distribution around Gilbert has generally occurred in a well-planned pattern, resulting in an adequate accessibility for most of the residential areas. The only identified area of Gilbert which could be considered a long distance from sports fields occurs south of Queen Creek Road. As illustrated on Exhibit 2-2 on the following page, the area map shows the location of each existing park that currently has competition quality sports fields available for public use. Significant school sites that are utilized by groups listed are also shown.

Exhibit 2-3 provides a matrix that describes the existing inventory of sports field available to residents of Gilbert either at Gilbert-owned parks or at school properties that are available for community use. The total available fields are calculated in this exhibit. School District owned fields are given partial credit in the final inventory calculation on Exhibit 2-5 due to the fact that they not available in most cases until 6pm weekdays. School fields are prioritized for school team practice and competition usage first and community groups are a secondary priority, and many are not lighted, thereby restricting use to daylight hours. This results in a 60% average availability for sports activities, as compared to full availability for a Gilbert-owned field. It is also known that sometimes last minute cancellations occur if a school sponsored event or game goes long or is unexpectedly overbooked over a non-school rental.

Private homeowner association park sites were considered in this calculation, but due to the very small number of competition quality fields in these park sites, and the limited availability for scheduling, the private park sites do not meet the demands for league needs.

EXHIBIT 2-2: MAP OF EXISTING SPORTS FIELDS AT PARKS AND SCHOOLS IN GILBERT



## EXHIBIT 2-3: SPORTS FIELDS INVENTORY

FACILITY	BASEBALL	SOFTBALL	SOCCER	MULTI-USE (FOOTBALL, SOCCER, LACROSSE, RUGBY, CRICKET)
<b>TOWN-OWNED FIELDS</b>				
<b>CROSSROADS DISTRICT PARK</b>	3-L	1-L	3-L	2-L 1-NL
<b>DISCOVERY DISTRICT PARK</b>				3-L 2-NL
<b>FREESTONE DISTRICT PARK</b>		4-L		2-NL
<b>GYSA (HETCHLER NORTH PARK)</b>			10-L, 4-NL	
<b>MCQUEEN DISTRICT PARK</b>	5-L	3-L		2-NL
<b>NICHOLS BASIN PARK</b>				1-NL
<b>SUBTOTAL LIGHTED</b>	8-L	8-L	13-L	5-L
<b>SUBTOTAL NON-LIGHTED</b>			4-NL	8-NL
<b>SUBTOTAL-TOWN SPORTS FIELDS</b>	8	8	17	13
<b>SCHOOL DISTRICT FIELDS</b>				
<b>CAMPO VERDE HS</b>	1-L*	1-L	1-L* 2-NL	1-LS
<b>COOLEY MIDDLE SCHOOL</b>	1-L	1-L	1-L	1-NL
<b>DESERT RIDGE HS</b>	1-L*	1-L	1-L*, 1-L	1-L*, 1-NL
<b>DESERT RIDGE JUNIOR HIGH</b>	1-NL	1-NL	1-NL	1-NL
<b>GILBERT CHRISTIAN HIGH</b>			1-L	
<b>GILBERT CHRISTIAN JR HIGH</b>			1-L	
<b>GILBERT HIGH SCHOOL</b>	1-L*	1-L		1-L*
<b>HIGHLAND HS</b>	1-NL	1-NL	1-L*, 2-L	1-L*
<b>HIGHLAND JUNIOR HIGH</b>	1-L	1-L	1-L	1-L, 1-NL
<b>HIGLEY HIGH SCHOOL</b>	1-L*	1-L	1-NL	1-L, 1-NL
<b>MESQUITE HS</b>	1-L		1-L*, 2-L, 1-NL	1-L*, 1-NL
<b>MESQUITE JUNIOR HIGH</b>	2-NL	1-L	2-L, 1-NL	
<b>SOSSAMAN MIDDLE SCHOOL</b>	2-L		1-L	
<b>SOUTH VALLEY JR HIGH</b>	2-L	1-L	2-L	
<b>SUBTOTAL LIGHTED</b>	7-L	8-L	14-L	3-L
<b>SUBTOTAL NON-LIGHTED</b>	4-NL	2-NL	6-NL	6-NL
<b>CREDIT RATIO</b>	.60	.60	.60	.60
<b>FIELD EQUIVALENTS (AVAILABLE FOR COMMUNITY USE)</b>	7	6 youth	12	5
<b>ELLIOT DISTRICT PARK (BIG LEAGUE DREAMS FACILITY)</b>		8-L	1-L indoor	

## ABBREVIATION LEGEND: L=LIGHTED NL=NON-LIGHTED

NOTES: FIELDS AT THE BIG LEAGUE DREAMS FACILITY ARE NOT COUNTED BECAUSE THE PLAYERS AND TEAMS THAT UTILIZE THESE FIELDS ARE NOT INCLUDED IN THE INVENTORY OF SPORTS LEAGUES, PARTICIPANTS AND TEAMS. ADDITIONALLY, SOME TOWN LEAGUES ARE UNABLE TO PLAY AT THIS FACILITY BECAUSE OF LEAGUE REGULATION CONFLICTS WITH BLD POLICIES (ALCOHOL POLICY).

\*FIELDS WITH AN ASTERISK ARE NOT AVAILABLE FOR USE BY COMMUNITY BECAUSE OF HIGH RATES OF USE BY SCHOOL TEAMS/GROUPS. CREDIT RATIOS ARE CALCULATED BASED ON LACK OF FIELD LIGHTING AND THE TIMES THE FIELDS ARE RESERVED FOR SCHOOL USE ONLY.

## 2.3 Recreation Facility Needs Assessment

The purpose of the Sports Fields Needs Assessment is to identify the current and future field needs within Gilbert, and to suggest the relative priority of each identified need. Community outreach was an important factor in gathering data and feedback during the analysis process. Below the tools utilized are described in further detail.

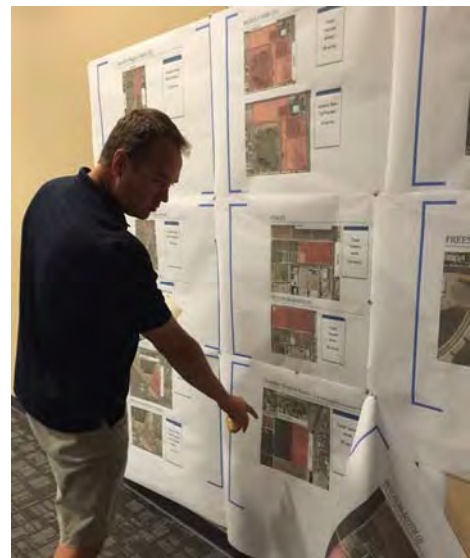
### 2.3.1 Community Outreach

#### Sports User Groups Interviews

Meetings were scheduled individually with every league that utilizes fields in Gilbert on Saturday, January 24<sup>th</sup> and Monday, January 26<sup>th</sup>. Almost all leagues either met in person or participated in conference calls so that Gilbert staff and consultants could discuss the specific characteristics, use patterns, tournament play, and projections with each user group. The meetings were very important in developing an understanding of the unique character of sports within Gilbert, local seasonality considerations, and field conditions.

#### Open House Public Meeting

A 2.5 hour Open House Public Meeting was advertised broadly and held on March 25<sup>th</sup> from 6:00 to 8:30pm at the Southeast Regional Library assembly room. Approximately twenty-five community members attended the event. The preliminary findings of the Sports Fields Needs Assessment were presented, and exhibits were printed in poster format and displayed for public viewing. Overall, reactions to the presentation were affirmative and positive. Public input was gathered and recorded, with the following list on Exhibit 2.4 showing the comments from the attendees at the meeting:



#### EXHIBIT 2.4: OPEN HOUSE PUBLIC MEETING COMMENTS

Comment #	Comment
1	Good analysis, looks thorough
2	Poor soil conditions exist at Hetchler Park (GYSA soccer facilities)
3	Be wary of neighbors and existing trail on the east side of Hetchler Park
4	Light field at Nichols Park and make it more useful (expand field, add restrooms & storage)
5	Access road at Nichols needs renovation
6	Concerned about funding the improvements and long-term maintenance costs
7	How long will the process take before improvements start to happen?
8	Worried about heavy reliance on school fields to meet Town needs
9	Town has maintained good level of service with limited funding
10	What about possibility of synthetic fields?



### 2.3.2 Recreation Demand and Needs Analysis

This section summarizes the evaluation of demand values for the sports field user groups based upon actual participation rates. These rates were determined utilizing the statistics of team and league sizes as provided by the sports organizations and verified through Gilbert reservations, bookings, and agreements and professional consultant analysis and research.

The following Exhibit 2.5 provides the calculations for determining the peak demand quantities of fields needed to meet the usage patterns in Gilbert. The table utilizes existing participants (column 4), divides that by the number of participants in each competition on the field (column 5), then divides by the turnover rate in column 7 (number of time slots at peak days the sport is played). That value is multiplied by the number of games the sport is played per week (column 9). The resulting value in column 10 provides the number of fields needed for each sport to accommodate the number of players for games. The facility need ratio is the resulting number of fields needed per 1,000 population, a ratio used to project field needs into the future for increased population numbers used in Exhibit 2.7.

**EXHIBIT 2.5: TOWN OF GILBERT SPORTS FIELDS DEMAND CALCULATION – CURRENT 2015 FIELD USAGE**

Activity	Participation Peak Season		League Participants	Design Standard for Facility		Peak Day Facility Turnover Rate		Games Played per Week	Number of Fields CURRENT DEMAND	Facility Need Ratio -Town of Gilbert
Column1	C2	C3	C4	C5	C6	C7	C8	C9	C10	C11
<b>Baseball:</b>	Mar	May								
GALL			540							
GNLL			481							
SEDLL			385							
Town			336			Weeknights + Saturdays				
NYS			303							
			2,045	22	players/field	12	x	2	15.5	1/14,839 pop.
<b>Softball</b>	Feb	Jun								
Town Girls			182							
GSLL			550			Weeknights + Saturdays				
NYS	Mar	May	60							
			792	22	players/field	8	x	2	9.0	1/25,556 pop.
Adult			1,667			Weeknights + Sundays				
			1,667	22	players/field	24	x	2	6.3	1/36,508 pop.
<b>Soccer</b>										
GYSA	Sept	Dec	3,125							
AYSO	Sept	Dec	1,080			Saturdays				
NYS			412							
			4,617	22	players/field	7	x	1.0	30.0	1/7,667 pop.
ASC	Jan	Mar	1,200	22	players/field	7	x	1.0	7.8	
<b>Football</b>										
GYFL	Sept	Nov	750							
OTZ	Sept	Nov	290							
G/CPW	Sept	Nov	703			Saturdays				
NYS	Sept	Nov	708							
			2451	16	players/field	8	x	1.0	19.0	1/12,105 pop.
CTC	Mar	May	1200	16	players/field	8	x	1.0	9.4	
						Saturdays				
<b>Lacrosse</b>	Dec	May	200	22	players/field	6	x	1.0	1.5	1/153,333 pop.
						Saturdays				
<b>Rugby</b>	Nov	Apr	105	22	players/field	6	x	1.0	0.8	1/287,500 pop.
						Sundays				
<b>Cricket</b>	Oct	May	40	40	players/field	1	x	1	1	1/230,000 pop.
* Notes: Source: RJM Design Group, Inc.; use statistics from Sports Organization Questionnaires provided by leagues and Town recreation staff January and February 2015										

Exhibit 2.6 provides the current field needs compared to the existing inventory of fields. Town fields and school fields are included, with adjustments to the school fields because of times of the day they are not available. Exhibit 2.7 utilizes the facility need ratio to project needs into the future, based upon population growth. This table projects the number of fields that will be needed in the future.

**EXHIBIT 2.6: TOWN OF GILBERT SPORTS FIELDS NEEDS – CURRENT**

Facility	Peak Season Player Quantities	Current 2015 Number of Fields Needed	Existing Town Facilities	School Facilities*	Total Fields Available	Total Surplus / (Deficit)
Baseball Fields, Youth	2045	16	8	7	15	(1)
Softball Fields, Youth	792	9	4	6	10	1
Softball Fields, Adult	1667	7	4	0	4	(3)
Soccer Fields	5817	30	17	12	29	(1)
Football	2889	19	13	5	18	(1)
Lacrosse	200	2	0	2	2	0
Rugby	105	1	0	1	1	0
Cricket	40	1	1	0	1	0

Notes: \*School facilities are counted at 60% percent for baseball/softball to allow for time not available to the public.  
Unlighted fields are given partial credit due to two unavailable time slots after dark per each field.

Note: Demand based upon current Gilbert population estimate of 230,000

Source: RJM Design Group, Inc.

**EXHIBIT 2.7: TOWN OF GILBERT SPORTS FIELDS NEEDS – CUMULATIVE FUTURE**

Facility	Facility Need Ratio for Gilbert	2035 Fields Needed	Existing Town Facilities	School Facilities*	Total Fields Available	Total Cumulative Surplus / (Deficit)
Baseball Fields, Youth	1/14,839 pop.	22	8	7	15	(7)
Softball Fields, Youth	1/25,556 pop.	13	4	6	10	(3)
Softball Fields, Adult	1/36,508 pop.	9	4	0	4	(5)
Soccer Fields	1/7,667 pop.	42	17	12	29	(13)
Football	1/16,547 pop.	26	13	5	18	(8)
Lacrosse	1/153,333 pop.	2	0	2	2	0
Rugby	1/287,500 pop.	1	0	1	1	0
Cricket	1/230,000 pop.	1.4	1	0	1	(.4)

Notes:

The above Total Surplus / (Deficit) column indicates cumulative quantities (current plus future needs)

Notes: \*School facilities are counted at 60% percent to allow for time not available to the public.

Unlighted school fields are given partial credit due to two unavailable time slots after dark per each field.

Note: Demand based upon 2035 projected Gilbert population estimate of 325,000

Source: RJM Design Group, Inc., Town of Gilbert Economic Development Department

### 2.3.4 Acreage Analysis

#### Parkland Acreage Needed to Accommodate Identified Current Facility Needs

Based upon the analysis it is projected that Gilbert will have future needs for baseball fields, softball fields, soccer fields, football fields and a cricket field. The future acreage requirement just for these recreational activities is summarized in Exhibit 2.8 and includes parking and service requirements.

**EXHIBIT 2.8: TOWN OF GILBERT FIELD ACREAGE DEMAND – CURRENT AND FUTURE**

Sport	Current Needs	Future Needs	Land Space Required Standard	Current Acreage Needed	Future Acreage Needed (in addition to Current Needs)	TOTALS
Baseball Fields (Youth)	1	2	3.5	3.5 ac	21 ac	24.5 ac
Softball Fields (Youth)	0	4	3.0	0 ac	9 ac	9 ac
Softball Fields (Adult)	3	1	3.5	10.5 ac	7 ac	17.5 ac
Soccer Fields	1	12	2.5	2.5 ac	30 ac	32.5
Football Fields	1	7	2.5	2.5 ac	17.5 ac	20 ac
Lacrosse Fields	0	0	3.0	0 ac	0 ac	0 ac
Rugby Fields	0	0	2.5	0 ac	0 ac	0 ac
Cricket Fields	<u>0</u>	<u>1</u>	4.0	<u>0 ac</u>	<u>4 ac</u>	<u>4 ac</u>
<b>TOTAL</b>	<b>6</b>	<b>31</b>		<b>19 ac</b>	<b>88.5 ac</b>	<b>107.5 ac</b>

The sum of 37 fields totaling 107.5 acres is an approximate figure representing a need to add fields and acreage in order to satisfy known sports field needs. The standard acreage figures above include the regulation footprint for a full-sized sport field plus the required safety zone around each field, parking area for each field, and related required facilities such as restrooms and storage areas. The parking needed to satisfy peak parking demand is based upon the period of time when competition games are being played on a peak day of the season, and at a time when one game is concluding and the teams scheduled for the next game are present and warming up. An objective would be to plan enough parking stalls to accommodate the teams arriving for the next game before the end of the previous game (real-life conditions).

It is important to note that the above acreage figures do not include other items that may be desired in a District or Special Use Park, such as playgrounds, plazas, meeting rooms, open space, trails, landscape features, general park features, and similar types of amenities that would likely be desired. This figure also does not include allowances for sloping land (i.e., if the fields were in a basin). Industry standards show a general rule of thumb for making allowances for additional land to budget for these additional items is 1.6 times the total field acreage figure. The overall park land needed to accommodate the future field needs in Gilbert is approximately 172 acres.

### Practice Fields Needs

Sports activities require training and practice for players to develop skills and abilities, and for teams to develop teamwork and sportsmanship. Practice patterns vary depending on the sport, and change as the season moves from preseason training into midseason and post season play. Practices are typically scheduled on the same fields as games, plus additional acreage to accommodate the frequency and pattern of practice for each sport. The presence of lights on the fields increases the potential for longer and more frequent practices. Research the consultants have prepared for other communities indicates a practice field demand ratio of 1.3 times the quantity of game fields. The additional practice fields beyond game field space can be in open lawn areas of District parks, in neighborhood parks and on school fields. Younger age group teams could utilize greenbelts and drainage basins grass areas for practice. The standard ratio of 1.3 times the competition demand applied to Gilbert indicates a current need for 6 acres beyond the sports field acreage, and future needs for practice increase to a further demand of 27 acres. It is beyond the scope of this study to analyze the open grass areas of Gilbert parks and schools to determine whether there is sufficient space to meet the practice needs, but the input gathered through the sports organization questionnaires shows the leagues practice needs are not sufficiently being met, and that a combination of building more fields and/or adding lights to some existing fields would enable more time for the practice needs as well as enabling field rotation to rehabilitate the turf.

### 2.3.5 Existing Parks with Sports Fields

The following site assessment sheets provide an inventory and analysis of the park and school sites in Town that currently provide sports fields for use by the sports leagues and residents of Gilbert.

#### **Crossroads Park 2155 E. Knox Road**

**Park Type: District Park**  
**Acreage: 93 Acres**

#### **Sports Field Elements**

- (5) Soccer/Multi-Purpose Fields--Lighted
- (3) Baseball Fields--Lighted
- Softball Field--Lighted

#### **Current Sports Field Users**

- Arizona Youth Soccer Organization





- Mexcal Soccer
- Arizona Soccer Club
- Gilbert Youth Football League
- Coast to Coast Football
- Gilbert Pop Warner
- Gilbert American Little League
- Gilbert Softball Little League

**Support Elements**

- (3) Medium Ramada
- (2) Picnic Areas
- ½ Basketball Court
- Volleyball Court
- Amphitheater
- Play Area
- Off-Lead Dog Park
- Indoor Ice Skating Rink
- Restroom

**Overall Park Condition**

- Good to Excellent – heavy use has impacted turf quality in some areas

**Pedestrian and Vehicular Circulation**

- Parking and concrete walkways to sports fields.
- Approximately 820 parking stalls



**Discovery Park****2214 East Pecos Road****Park Type: District Park****Acreage: 48 Acres****Sports Field Elements**

- (3) Soccer/Multi-Purpose Fields—Lighted
- (2) Soccer/Multi-Purpose Fields—Non-Lighted

**Current Sports Field Users**

- Arizona Youth Soccer Organization
- Arizona Soccer Club
- Gilbert Youth Football League
- Coast to Coast
- Gilbert Pop Warner
- Gilbert Youth Baseball—T-Ball

**Support Elements**

- (5) Small Ramada
- (3) Large Ramada
- (2) Basketball Courts
- Playground with Climbing Rock
- (2) Volleyball Courts
- Fishing Lake
- Restroom

**Overall Park Condition**

- Excellent

**Pedestrian and Vehicular Circulation**

- Parking and concrete walkways to sports fields. Nearly 400 parking spaces serving the park.

**Elliot District Park**  
**4536 East Elliot Road**

**Park Type: Special Use Park**

**Acreage: 65 Acres**

**Sports Field Elements**

- (8) Replica Baseball Fields
- Indoor Soccer Facility—20,000 Square Feet

**Current Sports Field Users**

- Operated under contract by Big League Dreams which schedules organized play for Men's and Co-ed slow pitch.
- Youth club baseball and softball practice and games.
- By agreement, paid admission is required for entry to facility except for before 4:00pm weekdays for practice or "pick up" games when park is supposed to be available to the public. Reports indicate the facility is frequently "under maintenance" at these times, thereby reducing the availability.



**Support Elements**

- (2) Restaurants/Concessions
- Restroom
- Playground

**Overall Park Condition**

- Fair—significant infrastructure renovations and upgrades needed.

**Pedestrian and Vehicular Circulation**

- Parking and concrete walkways to soccer complex. Approximately 510 parking spaces serving the complex plus overflow area for approximately 200 additional spaces



**Freestone Park****1045 E. Juniper Road****Park Type: District Park****Acreage: 88 Acres (developed acreage only)****Sports Field Elements**

- (4) Softball Fields—lighted
- (2) Soccer Fields—non-lighted

**Current Sports Field Users**

- Arizona Youth Soccer Organization
- Arizona Soccer Club
- Mexcal Soccer
- Mesa Soccer
- Gilbert Youth Football League
- Gilbert Adult Softball (women, men, co-ed)
- Gilbert Youth Softball

**Support Elements**

- (3) Medium Ramada
- (13) Picnic Areas
- (2) Volleyball Courts
- (4) Basketball Courts
- (4) Tennis Courts
- (3) Restrooms
- Skate Park
- Amphitheater
- (3) Playgrounds
- Freestone Recreation Center
- Batting Cages
- Disc Golf

**Overall Park Condition**

- Good



**Pedestrian and Vehicular Circulation**

- Parking and concrete walkways to softball complex.
- Parking and sloping grass hillside to soccer fields located within drainage basis.
- Approximately 368 parking stalls at softball fields, 75 stalls at soccer fields, 50 stalls at tennis courts, 215 parking stalls at Freestone Community Center



## Hetchler North Youth Soccer Complex

**Park Type: Special Use Park**

**Acreage: 122 Acres**

### Sports Field Elements

- (10) Soccer/Multi-Purpose Fields—Lighted
- (4) Soccer/Multi-Purpose Fields—Non-Lighted

### Current Sports Field Users

- Gilbert Youth Soccer Association—Agreement with Town for the use of fields.



### Support Elements

- Restroom

### Overall Park Condition

- Good—Turf needs improvement in areas.

### Pedestrian and Vehicular Circulation

- Parking and concrete walkways to soccer complex. Nearly 500 parking spaces serving the complex
- Adjacent overflow parking on dirt field



## McQueen Park 510 N Horne Road

**Park Type: District Park Acreage: 41 Acres**

### Sports Field Elements

- (5) Baseball Fields—Lighted
- (3) Softball Fields—Lighted
- (2) Soccer/Multi-Purpose Fields—Non-Lighted

### Current Sports Field Users

- Gilbert Pop Warner
- Gilbert National Little League
- Gilbert Youth Baseball
- Gilbert Girls Softball Little League

### Support Elements

- (12) Small Ramadas
- (2) Volleyball Courts
- (2) Tennis Courts
- (2) Basketball Courts
- (2) Playgrounds
- (2) Restrooms
- 2 Acre Fishing Lake
- Horseshoe Pit
- Multi-Use Trail

### Overall Park Condition

- Good

### Pedestrian and Vehicular Circulation

- Parking and concrete walkways to sports fields. Approximately 627 parking stalls.





**Nichols Park**  
**700 North Higley Road**

**Park Type: Special Use Park**  
**Acreage: 34 Acres**

**Sports Field Elements**

- Multi-Use Cricket/  
Football Field—Non-  
Lighted

**Current Sports Field Users**

- Arizona Cricket Club
- Own the Zone  
Football

**Support Elements**

- Small Ramada
- Portable Toilet

**Overall Park Condition**

- Good

**Pedestrian and Vehicular Circulation**

- Dirt parking lot and asphalt walkway down to fields. Walkway access slope has erosion and is in need of repair.
- Space for approximately 300 parking stalls





### 2.3.6 Existing Schools with Sports Fields

The following pages inventory existing of selected schools available for rental by user groups

#### **Campo Verde High School Gilbert School District**

##### **Sports Field Elements**

- Soccer/Multi-Purpose Field—Lighted
- (2) Soccer/Multi-Purpose Fields—Non-Lighted
- Football/Multi-Purpose Field/Stadium—Lighted and Synthetic Turf (can be rented)

##### **Current Sports Field Users**

- East Valley Scorpions Lacrosse Club
- GYFL Football
- Gilbert Coyotes Football
- NYS & Gary Zauner Pro Football Combines
- Random bookings for all sports

##### **Support Elements**

- None

##### **Overall Condition**

- Good

##### **Pedestrian and Vehicular Circulation**

- Parking is available adjacent to sports fields.
- Student parking 304 stalls, visitor parking 398, administration 65 stalls



## Desert Ridge High Gilbert School District

### Sports Field Elements

- Softball Field—Lighted
- Baseball Field- lighted
- (2) Soccer/Football - Lighted

### Current Sports Field Users

- National Youth Sports
- Pop Warner Football
- Random bookings for all sports

Immediately adjacent to Desert Ridge Junior High School. This site is not in the Town limits of Gilbert, but is within the Gilbert School District

### Support Elements

- Restrooms (required to be available for field rentals)

### Overall Condition

- Good

### Pedestrian and Vehicular Circulation

- Parking is available adjacent to sports fields.
- Student parking 887 stalls, visitor parking 51 stalls, administration 285 stalls



## Desert Ridge Junior High Gilbert School District

### Sports Field Elements

- Soccer/Multi-Purpose Field - unlighted
- Softball Field - unlighted
- Baseball Field - unlighted
- Stadium - unlighted

### Current Sports Field Users

- NYS Football
- Random bookings for all sports

Immediately adjacent to Desert Ridge High School. Campus location is in the City of Mesa, but it is a Gilbert School District property

### Support Elements

- None

### Overall Condition

- Good

### Pedestrian and Vehicular Circulation

- Parking is available adjacent to sports fields, approximately 360 stalls



## Highland High School Gilbert School District

### Sports Field Elements

- (3) Soccer/Multi-Purpose Fields—Lighted
- Softball Field—Non-Lighted
- Baseball Field—Non-Lighted

### Current Sports Field Users

- GFA Dawgs Football
- Arizona Soccer Club
- Random bookings for all sports

### Support Elements

- None

### Overall Park Condition

- Good

### Pedestrian and Vehicular Circulation

- Parking is available adjacent to the sports fields.
- Student parking 678 stalls, visitor parking 22 stalls





**Highland Junior High**  
**Gilbert School District (school location is in the City of Mesa)**

**Sports Field Elements**

- Baseball Field—Lighted
- Baseball Field
- (2) Softball Fields—Lighted
- Practice Field
- Stadium—Lighted

**Overall Condition**

- Good

**Support Elements**

- Restrooms

**Current Sports Field Users**

- GFL Dawgs Football
- AZ Future Stars Baseball
- Desert Ridge Little League
- Random bookings for all sports



**Pedestrian and Vehicular Circulation**

- Parking is available, approximately 250 stalls

## Mesquite High Gilbert School District

The Town funded the field lights on the varsity softball field by separate IGA.

### Sports Field Elements

- Baseball Field
- (2) Soccer/Multi-Purpose Fields—  
Lighted
- (1) Soccer/Multi-Use Field

### Current Sports Field Users

- Pop Warner Football
- Alliance Football
- East Valley Scorpions Lacrosse Club
- Random bookings for all sports

### Overall Condition

- Good

### Support Elements

- Restrooms

### Pedestrian and Vehicular Circulation

- Parking available, 780 student stalls and 20 visitor stalls



## Mesquite Junior High Gilbert School District

### Sports Field Elements

- (2) Baseball Fields
- Softball Field--Lighted
- (2) Softball Fields
- Soccer Field—Lighted
- Soccer Field
- Stadium

### Current Sports Field Users

- Gilbert National Little League
- East Valley Scorpions Lacrosse Club
- NYS Football
- Random bookings for all sports

### Overall Condition

- Good

### Support Elements

- Restrooms

### Pedestrian and Vehicular Circulation

- Parking available, 267 parking stalls





**South Valley Junior High  
Gilbert School District****Sports Field Elements**

- (2) Soccer/Multi-Purpose Fields—Lighted
- (2) Softball Fields—Lighted
- Baseball Field—Lighted

**Current Sports Field Users**

- AYSO Soccer Camps
- East Valley Scorpions Lacrosse Club
- Gilbert Youth Football League
- Arsenal Soccer
- Pop Warner Football
- Gilbert Coyotes Football
- Random bookings for all sports

**Support Elements**

- Portable Restroom
- Lighted fields installed by Town of Gilbert.

**Overall Park Condition**

- Fair

**Pedestrian and Vehicular Circulation**

- School parking lot adjacent to fields.
- Approximately 281 parking stalls





### 3.0 RECOMMENDATIONS

This portion of the report provides analysis of opportunity sites around Town, and recommended actions for consideration to be reviewed and discussed at subsequent planning milestones.

#### 3.1 Opportunity Sites

The previous chapter provided analysis for the needs of Gilbert for development of approximately 19 acres of sports fields to meet current game needs and an additional 88.5 acres to meet future sports field game demands over the next twenty to thirty years. The primary recommendation of this study is to take steps to set aside a minimum of 172 acres to construct 37 fields for this purpose. As stated earlier, this value represents the land needed for the sports fields, plus additional acreage for other support facilities, aesthetic buffers and open space, a trail network, and allowances for drainage features, and slopes for basin structures.

A single site of 172 acres would be ideal for the concentrated location of a major sports complex in a single location, and for maximum maintenance and operational efficiency. This would address the local community needs for competitions and practice, and would also provide some potential positive economic impact to Gilbert because of the possibility for rentals, local tournament hosting and regional tournament opportunities for leagues. Policies and procedures would need to be developed to prevent regional tournament opportunities from significantly displacing local team scheduling and utilization. The following exhibit provides a matrix for comparing the positive or negative characteristics for the known open properties of Gilbert that are currently candidates for development as a sports facility.

EXHIBIT 3.1: OPPORTUNITY SITE EVALUATION MATRIX

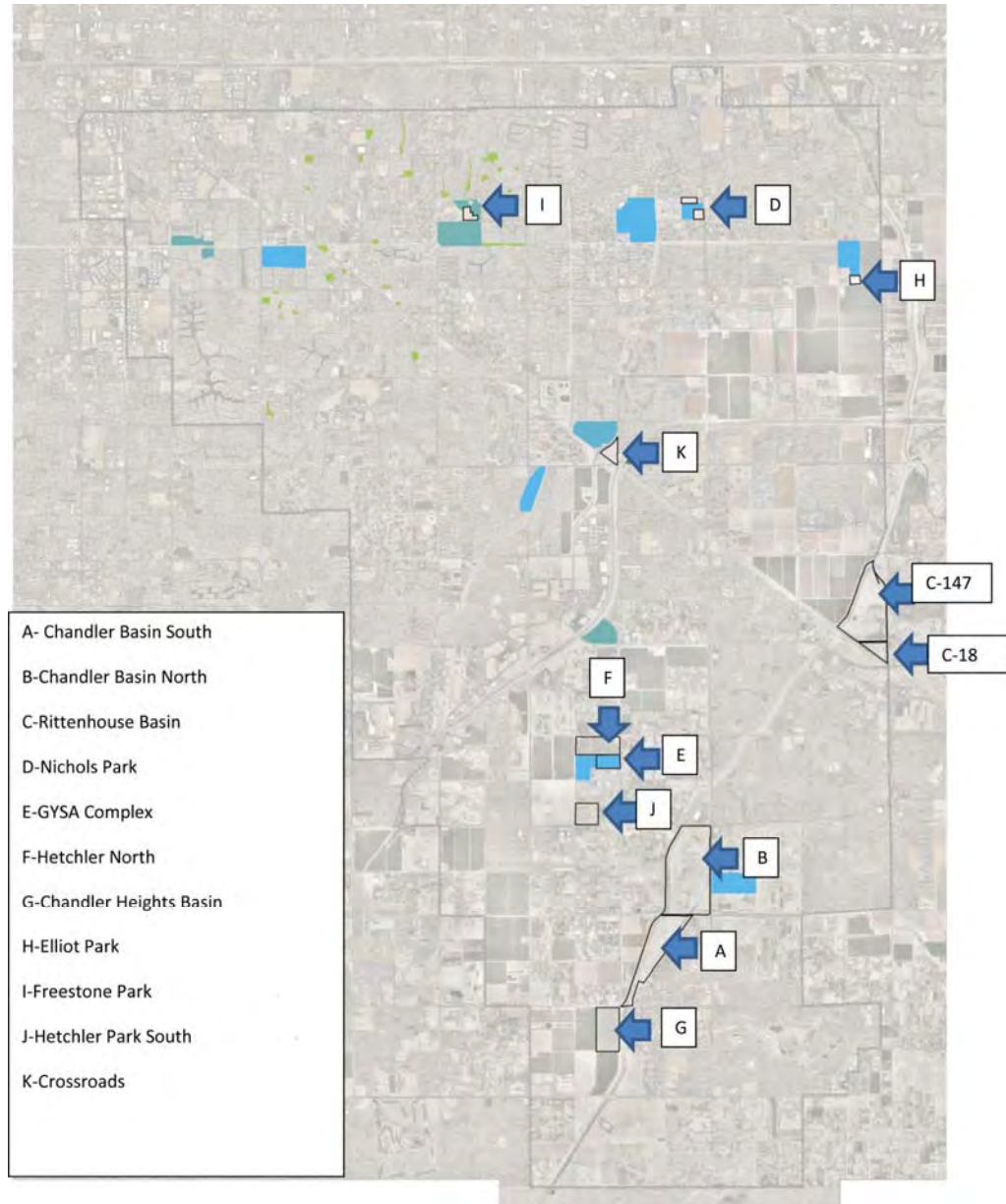
SELECTION CRITERIA		CHANDLER HEIGHTS BASIN	VACANT PROPERTY, GREENFIELD @ CHANDLER HEIGHTS	RITTENHOUSE BASIN	NICHOLS PARK	HETCHLER NORTH GYSA COMPLEX	HETCHLER NORTH	HETCHLER SOUTH GYSA COMPLEX	ELLIOT DISTRICT PARK	FREESTONE PARK	CROSSROADS PARK
	Size in Acres	258	80	165	28	20	60	80	8	32	30
1	Good Access	+1	+1	+1	+1	+1	+1	+1	+1	+1	-1
2	Adequate Size	+1	-1	+1	-1	-1	-1	-1	-1	-1	-1
3	Developable as Sports Facility	+1	+1	+1	+1	+1	+1	+1	+1	-1	+1
4	Potential Neighbor Issues (Noise or Sound)	+1	+1	+1	-1	+1	+1	+1	+1	+1	+1
5	Location	+1	+1	-1	+1	+1	+1	+1	-1	+1	+1
	TOTALS	5	3	3	1	3	3	3	1	1	1

Each site in its current condition and location has positive and potential negative attributes in terms of evaluating the appropriateness, location, access and challenges. As shown above, Chandler Heights Basin provides the highest ranking score in the matrix.

### 3.2 Opportunity Sites Inventory Sheets

The map and evaluation pages that follow provide more detailed information for review of each of the above opportunity sites.

EXHIBIT 3.2: OPPORTUNITY SITE MAP



## Chandler Heights Basin

**Acreage: 47 Acres Town of Gilbert Owned/211 Acres Flood Control District Owned**

### Property Attributes and Concerns

- Large continuous parcel located in the ideal southern section of Gilbert.
- Town is working towards transfer of property from Flood control.
- Major portions of property are within flood basins.
- Property may be divided by the extension of Ocotillo Road, although a bridge is proposed



Vacant Area  
Town Owned:  
47 acres

**Vacant Property,  
Greenfield and Chandler Heights**

**Acreage: 80 Acres Town Owned**



**Property Attributes and Concerns**

- Just south of the acreage at Chandler Basin.
- Currently in agricultural use.
- Highly developable parcel for commercial purposes.
- Several new subdivisions in the area.



**Rittenhouse Basin****Acreage: 165 Acres Town Owned**

Total Vacant  
area:  
165 acres

**Property Attributes and Concerns**

- Town owned parcel.
- Majority of property is located within the flood basin.
- Located on the eastern border of Gilbert, closer to Mesa population area
- May have difficult access issues.

**Rittenhouse-Town Owned**

Vacant Area  
Town Owned  
out of flood  
plain:  
18 acres



**Nichols Park****Acreage: 28 Acres Town Owned/16 Undeveloped****Property Attributes and Concerns**

- Park currently utilized for cricket and football.
- Support facilities would enhance user experience.

**GYSA Complex****Acreage: 20 Acres Currently Undeveloped****Property Attributes and Concerns**

- Adjacent to current soccer complex.
- Reported potential soil issues, would require testing and may have potential soil amendment costs

**Hetchler North  
GYSA Complex****Acreage: 60 Acres Town Owned****Property Attributes and Concerns**

- Just north of the GYSA soccer complex.
- Currently in agricultural uses.
- Very developable property.
- Some new subdivisions in the area.



**Hetchler South  
GYSA Complex****Acreage: 80 Acres Undeveloped/Town Owns Portion****Property Attributes and Concerns**

- Adjacent to the GYSA Soccer Complex and the waste water treatment plant.
- Eastern portion of property open space with trails and small drainage basin.
- Remaining portions of property have difficult access.

**Elliot District Park  
(Big League Dreams Sports Park)**

**Acreage: 8 Acres Town Owned and Undeveloped**



**Property Attributes and Concerns**

- Smaller sized parcel with irregular shape.

**Freestone Park**

**Acreage: 19 Undeveloped Acres on East and South Side of Facility/Town Owned**  
**13 Undeveloped Acres West of Facility/Town Owned**  
**1.5 Undeveloped Acres Site (just west of Facility/Town owned)**

**Property Attributes and Concerns**

- Heavily used park with limited parking.
- Eastern undeveloped area often utilized for special event overflow parking.
- Land adjacent to Freestone Recreation Center is currently being developed for a Disc Golf Course.
- Small 1.5 acres site is currently master planned for a pool.





**Crossroads Park**

**Acreage: 4 Acres Undeveloped at the Northeastern Corner/Town Owned**

**14 Acres Undeveloped at the Southeastern Corner/Town Owned**

**6 Acres Undeveloped at the Southern End of Crossroads Park**

**Property Attributes and Concerns**

- 4 acre parcel currently utilized for overflow parking and special event support.
- 14 acre parcel is physically separated by Santan Village Parkway.
- 6 Acres parcel is physically separated by active train tracks with very difficult access from either Santan Village Parkway or East Ray Road.
- Adjacent existing residential properties to the east, potential constraint for field lighting





### 3.3 Specific Recommendations

The recommendations of the Sports Fields Needs Assessment are summarized in the following list:

1. The Town should consider continuing negotiations with the Flood Control District to procure the remainder of the property at Chandler Heights Basin, enabling development of a large sports complex of approximately 172 acres of the basin. This would be a long-term project that would require special financing and commitments to concentrate the development effort in a single site that would have significant positive economic development impacts on Gilbert. This solution would take a number of years to go through a planning, funding, and engineering process before the first phase could be ready for use. A combination of natural grass and synthetic turf fields could be considered in the planning of this complex, as there are long-term advantages to having some of the fields in synthetic turf. Synthetic fields have lower long-term maintenance costs than natural turf when mowing, turf management and water use costs are included, as well as providing multiple sport overlay opportunities for constant scheduling and field rotation/resting opportunities for the natural turf fields.
2. Depending on timing and return on investment, Gilbert could consider a number of short term measures that would make more sports fields available while the development process continues for Chandler Heights Basin. The following list would provide availability upon completion:
  - a. Consider converting a currently unlighted field at Freestone Park (the west field adjacent to N. Lindsay Road) to a synthetic, lighted field and adding more parking to the west of the existing parking lot at the soccer fields. This would enhance the football and soccer leagues' ability to schedule games and practices. This field is a sufficient distance from residential neighbors and has a natural buffer that would make it ideal for lighting. Neighborhood outreach would still be recommended. The renovated field could be utilized for soccer, football, lacrosse, and rugby games and practices. The increased field availability resulting in constructing this potential project would equate to the equivalent of  $\frac{1}{2}$  of an additional field added into the game field supply. It would also greatly improve the ability to rotate and rehabilitate other natural turf fields, because a synthetic field should not need rehabilitation until about 8 to 10 years after installation.
  - b. Consider converting two grass fields at Discovery Park to synthetic, lighted fields. Additional parking demands could be mitigated through schedule management by Parks and Recreation staff, and the additional field usage time would mostly occur when day-users have left the park. The renovated fields could be utilized for soccer, football, lacrosse, and rugby games and practices. If implemented, these two potential synthetic fields would result in the increased availability of one additional field in the game field supply.
  - c. Consider construction of a three-field lighted multi-use baseball/softball/soccer complex with associated parking in the vacant land on the east side of Freestone Park. There is sufficient space to create multiple field overlays, thereby providing additional practice and game space for multiple sports. This land is currently utilized by Gilbert for special event parking, so alternative arrangements would need to be coordinated. The increase to the field supply would result in three baseball/softball and three soccer/football fields.

- d. Consider adding lights to Nichols Park to extend the hours of use for football and cricket. Soccer matches could also be played at Nichols if lights were installed. This addition would add the equivalent of .5 fields to the football field supply, due to the size of the field (double sized field) and the added time in the evening the park is currently closed.
3. Bermuda grass is the primary turf grass choice for use on athletic fields in the Southern Arizona region. Its superior heat and drought tolerance, as well as its excellent recuperative capacity, allow it to withstand many of the stresses often associated with recreational turf. However, if Bermuda grass athletic fields are subjected to excessive amounts of traffic, over time they can eventually produce unacceptable and even unsafe playing conditions.

These excessive levels of play can cause a field to become over compacted, resulting in a worn and dusty condition, especially in high-wear areas such as the mouths of soccer goals and between the hash marks on football fields. In situations such as these, the crown of the Bermuda turf plant, which is where growth originates, will become damaged. This can result in overall death of the plant and resulting "dirt" areas within the playing field.

When this occurs, partial or complete renovation is often necessary to revitalize the turf, resulting in field closures for up to six months at a time. The intent of preventative maintenance is to protect the rhizomes. Rhizomes are lateral stems that grow beneath the soil surface, allowing the plant to spread. Even though the aboveground parts of the plant may appear dead or damaged there could be enough rhizomes present to fill in any bare areas.

The Town could consider a number of permanent policy measures and maintenance practices that would ensure sports fields, primarily soccer, football, and lacrosse would be available for play and not subject to complete renovation every two to three years.

These recommendations are:

- Each soccer, football, or lacrosse field could be closed to all use for a minimum of two weeks during both the spring and fall seasons. The spring season is most important, because of the natural resting the fields get during the hot summer months when game and practice use diminish significantly.
- The two week closure will rotate, so that each field is allowed to refresh during both the spring and fall seasons.
- Major maintenance on the fields should be programmed and scheduled during the two week closure period.

The net result of this recommendation is an approximate increase of 15% in the number of fields needed. The Town currently has 30 soccer fields in the inventory. To close each field for two weeks during each season will result in 60 weeks of field closure. For an approximately 12 week season this results in an additional 5 fields to accommodate current level of play.

4. An optional consideration to number 3 above, could include the following:
  - Consider overseeding the Bermuda with a perennial Ryegrass in October at a rate of 450 to 800 lbs pure live seed per acre, after a slowdown of the Bermuda has been achieved

by stopping the nitrogen fertilization and increasing potash application for about 30 days prior to seeding. Watering should be decreased to half usual amount for 7 days prior to seeding. This recommendation is not inexpensive, but would result in significant improvements in the level of service and playability on the fields. It would also help to protect and preserve the rhizomes of the Bermuda turf plants, by providing a temporary Ryegrass upper wearing area that would protect the Bermuda crown below. The heavy use patterns of sports groups in Gilbert in the winter, fall and spring indicate that this approach would be beneficial for games and practices for all sports.

5. Gilbert could consider adopting a higher level of service standard to accommodate practice field demands and field rotation/resting solutions. The figure of 1.3 times the game field demand calculation is provided in Section 2.3.4. Adopting this standard would increase the total acreage figure by 33 acres, from 172 acres to 205 acres of total need by build-out.
6. Funding and financing improvement projects on a large scale is a challenge for any municipality. There have been a few successful funding efforts in neighboring communities over the past few years. The Town could review efforts of other Phoenix area cities to secure new funding for the development and maintenance of park and recreation facilities. Examples include the City of Scottsdale successful voter approved sales tax increase and the City of Mesa voter approved bond measure.
7. The Town could evaluate opportunities to secure funding for development and operation and maintenance of new sports facilities. Potential funding measures could include selling unneeded vacant park parcels, voter approved bonds, sales tax increase, certificates of participation, user fees, naming rights, grants, public/private partnerships, and co-development of commercial businesses.



## Council Communication

**TO:** Honorable Mayor and Councilmembers

**FROM:** Rod Buchanan, Parks and Recreation Director, 503-6280

**MEETING DATE:** May 14, 2015

**SUBJECT:** Presentation of Town Cemetery Feasibility Study

**STRATEGIC INITIATIVE:** Community Livability

The Cemetery Feasibility Study will provide information and analysis for policymakers on options for a cemetery in Gilbert.

### **RECOMMENDED MOTION**

Motion to accept the Cemetery Feasibility Study and provide direction to staff.

### **BACKGROUND/DISCUSSION**

Throughout its history, the Town of Gilbert has never had a municipal cemetery. Gilbert engaged RJM Design Group, Inc. to prepare a Cemetery Feasibility Study to assist with obtaining relevant information about the possibility of establishing a cemetery in Gilbert.

The study provides information on the ideal cemetery size for Gilbert, density, interment product line, services that could be rendered, projected build out estimate, endowment care estimate for perpetual maintenance and the estimated replacement reserve for future land acquisition and relocation of cemetery services to future locations.

In addition, a feasibility analysis of death-care facilities is provided that identifies the pros and cons of Gilbert providing and/or partnering with established nearby providers of funeral care services consisting of mortuary, crematory, funerary/memorialization services.

If council would like to pursue cemetery options; the next steps would be to initiate the physical planning related to determining preferred options and a site analysis.



Specific policy decisions or financial decisions related to the study are not being requested at this time, only direction on next steps and acceptance of the report.

### **FINANCIAL IMPACT**

No financial or budgetary commitments are being requested related to the acceptance of the Cemetery Feasibility Study.

### **STAFF RECOMMENDATION**

Staff recommends acceptance of the Cemetery Feasibility Study and to provide staff with direction.

Respectfully submitted,

Rod Buchanan  
Parks and Recreation Director

**Approved By**

Rod Buchanan

**Approval Date**

5/4/2015 10:03 AM



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# TOWN OF GILBERT

## CEMETERY FEASIBILITY STUDY

MAY 4, 2015

PREPARED BY:



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### CONTENTS

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• Objective of Study/Introduction	2
• Definition of Unique Terms	2
• Executive Summary	3
• Existing Conditions Analysis	6
Demographics	
Burial Preferences	
Competitors for Similar Competitors	
Demand for Cemetery Services	
• Feasibility Study	12
Budgeting For an Appropriate Cemetery	
Conceptual Operational Budget	
Options for Providing a Cemetery or Contracting	
All or Part of Operations and Mortuary Services	

## OBJECTIVE OF THE STUDY/INTRODUCTION

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Throughout its history, the Town of Gilbert has never had a municipal cemetery. The Town is now studying the feasibility of establishing a cemetery to provide a local choice for its citizens. To assist with the research and analysis the Town engaged RJM Design Group, Inc. to prepare this Cemetery Feasibility Study.

The methodology for studying the feasibility of a Town owned and operated cemetery involves a study of demographics and preferences, calculations for projecting a burial rate, calculations and projections for land utilization, and development of a basic conceptual capital and operational scenario to test the feasibility.

This study does not begin with the assumption that a Town-owned and operated cemetery is a foregone conclusion; rather, it is a feasibility study that will analyze the potential for a cemetery and provide options for consideration by the Town Council.

The basic assumed objective of this study is that feasibility is measured in terms of fiscal sustainability for the Town of Gilbert. For a cemetery to reach the threshold of feasibility it should achieve fiscal sustainability in a reasonable time frame, and it should not have a permanent negative impact to the general fund of the Town.

Municipal cemeteries are common throughout the United States and in many Arizona communities. Possible reasons for a community desiring a public cemetery include at least the following: to preserve history, to memorialize the lives and families of residents of the community, to increase civic pride in community public spaces, and to preserve a permanent place for military, service and locally significant memorials.

## DEFINITIONS OF UNIQUE TERMS

Terms used in this report that may not be commonly known outside of the cemetery industry are defined below for convenience:

*Burial Vault* – a precast concrete rectangular box with a lid, and in the case of a companion grave (see below), manufactured with a removable floor between the first and second layers. Most cemeteries require burial vaults that can either be installed all at once (as in pre-installation), or installed one at a time as the need arises.

*Columbarium* (plural *Columbaria*) - a wall or structure containing cremation niches (see definition below) for the cremated remains, usually constructed of precast concrete and finished with stone veneer on the outside. Can be stacked and arranged in free standing walls, retaining walls or building walls. Can also be placed in the ground, and is usually referred to a cremains vault in this case.

*Companion Grave* (or *Plot*) – a double-depth or “stacked” grave that is commonly used in the industry to save space, and is usually sold together to a customer for burial of a married couple.

*Cremation Niche* – a small (usually 12” X 12”) permanent repository for placement of an urn containing cremated human remains, usually constructed of precast concrete and encased with a decorative veneer of granite or marble. Usually placed in multiple units, commonly referred to as a columbarium (see definition above).

*Interment* – the burial of human remains in earthen graves.

*Inurnment* – the disposition of ashen, cremated human remains in permanent vault structures.



*Opening/Closing* – the act of labor required to remove the minimum depth of earth required by law from the top of a grave, the placement and/or opening of the burial vault, the placement of human remains in containers into the grave vault, and the placement of cover over the vault and grave.

*Mortuary*– a funeral home, funeral parlor or morgue, where arrangements are made and ceremonies take place for final disposition of human remains after death.

## EXECUTIVE SUMMARY

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The Executive Summary is provided as a convenience to those who wish to see a quick summation of the analysis and recommendations.

The Consultants: RJM Design Group, Inc. – The cemetery planning consultant firm RJM Design Group, has seventeen years of experience in planning and designing cemeteries and cemetery facilities.

Methodology – The RJM Group first met with representatives of multiple departments of the Town in order to determine the City’s goals and interests. Considerable review of the Town’s current demographics, local burial preferences, cemetery industry standards, and operational strategies served as the foundation of the study. The study then investigated various options for a cemetery within the Town. The detailed analysis is provided to explore the options, and the reader is encouraged to review that information for an understanding of the report.

Given the population size of the town, the presence of religious preferences that favor burial and memorialization, the distance from town for cemetery choices and affordability, and the fact that there is no local choice for family burial areas, the research and calculations provide a favorable scenario for a sustainable cemetery operation in Gilbert.

In undertaking this project, RJM Design Group determined that there are, essentially, four options for the Town’s regarding cemetery operations: (1) Status quo (do nothing); (2) Contract with a private operator to develop, maintain and operate cemetery; (3) Plan, design, develop/construct, maintain, and operate a Town property for cemetery function; or (4) Offer Town-owned surplus land for sale to private cemetery developer/owner for the express purpose of developing and operating a private business entity doing cemetery services.

The analysis provided in this report provides a methodology for determining if there would be a current and/or future demand for a cemetery inside the boundary limits of Gilbert. The data indicates that there is an existing demand and that it is currently not being met by any entity in Gilbert. The Town appears to have at least the following options, which will be explored in this report on page 16:

- 1) Status quo – The Town may chose the option to do nothing regarding cemetery functions at this time.
- 2) Contract with a private cemetery operator – In this scenario, Gilbert would enter into a long term agreement and land lease with a private cemetery operator, through a formal Requests for Proposals (RFP) process. This is a realistic option that would not add operational responsibilities to the town, but could result in a reduction in the degree of control over the aesthetics and operational plan. There is a small risk that the private

operator could fail to maintain the property adequately or default on the agreement, and if so, the responsibility for the property would likely fall back on the Town.

- 3) Plan, design, develop and operate a cemetery – In this option the Town would have full responsibility to execute a development and operations plan to provide cemetery services. This option would have short term and long investment requirements and would require additional operational staff, but could eventually operate at a sustainable level and retire the investment cost.
- 4) Property sale. This option could achieve the objective of offering a local choice, and would remove the responsibilities of developing and managing a lease agreement and RFP, but would have to follow State of Arizona laws in terms of fair market value, land use designations, lists of permitted operations and conditions, and other legal requirements.

It should be noted that it is possible in options (2) through (4) for an expanded cemetery operation to include full-service mortuary facilities and services, but there is only one other example of a municipally owned mortuary in the United States, with only two years of operational data, so there is inconclusive evidence to support the efficacy of this scenario for Option (3).

These four options are compared in a matrix provided in Exhibit 1, below with green indicating favorable conditions and yellow indicating less favorable conditions.

<b>Options:</b>	<b>Return on Investment</b>	<b>Town Control</b>	<b>Risk Factor</b>
1. Status Quo (Do nothing)	none	none	none
2. Private / Public Agreement with Land Lease	potential, long term	moderate	low
3. Town Owned and Operated Cemetery	potential, very long term	high	moderate
4. Land Sale for Restricted Cemetery Purpose	potential, immediate	low	low

The RJM Group investigation revealed that the local burial options available for the citizens of Gilbert and other residents of the valley are limited to the cemeteries outside of the Town limits. The map on page 8 reveals that residents must find options more than 20 minutes' drive outside of the center of Town for cemeteries, in the neighboring Cities of Mesa, Phoenix, Tempe, Queen Creek, Chandler, and Scottsdale.

For the purpose of the feasibility study, Scenario 3 was used to develop a conceptual analysis to determine the feasibility, knowing that there might be other scenarios available to the Town.

The cost/revenue projections for the feasibility study represent a considerable sum of capital investment, but it also represents a reasonable time frame for a balanced operations budget and

a favorable long term return on investment potential. By its very nature, cemetery operations are extremely long term and eventually permanent. The Town would eventually achieve the goal of retiring the initial investment “debt”. Further, the eventual return on the investment would achieve a fully funded endowment account that will remove the permanent maintenance burden from the general fund budget.

Included in this study is a demand calculation for estimating the number of potential burials per year that could happen in Gilbert, and a cost study on a potential initial phase of a “what if the Town built a cemetery” scenario. In summary, the demand calculation estimates a need for investment of approximately 30 acres of real property and construction on roughly 5 acres of the site with approximately \$5.1 million of capital to provide burial space and operations for a period of approximately 200 years for approximately 104,000 burials. Approximately twenty-eight years after construction started, according to the projections, the revenue from ongoing cemetery operations would retire the debt incurred for construction. Thereafter, the cemetery could create funds that could be used to pay for expansion and completion of components of the overall cemetery site (for example, mausoleum structures, etc.), administrative costs, permanent care costs (endowment), and the eventual acquisition of more real property for continuation of cemetery operations in other locations in the very distant future.

The facilities proposed to be constructed in this feasibility study could be supported by the community, and for the purpose of estimating the costs, are assumed to be very attractive, with appropriately priced products that would be competitive to similar choices in other communities. The construction of an office, maintenance and committal chapel is included in the programming and would be permanent significant civic buildings for use by the public. An advertising program is suggested to provide awareness of the project locally and regionally. With the baby boom generation aging and eventually creating an increased annual demand for burial sites, along with the current availability of land, the time is right for developing a cemetery, and developing standards to ensure the proper maintenance, care and operational future of such a potentially important cultural and historical resource.

The next steps for consideration, depending upon the option selected, may include the following general order:

1. identification and evaluation of a specific parcel of property
2. preparation of a master plan for the property, including appropriate levels of analysis for variables such as traffic study, land use designations, construction cost estimating, development of architectural program and character studies, preliminary siting of parking areas, burial areas and site features
3. preparation of environmental studies to determine any potential impacts to existing services
4. preparation of capital financing plan and detailed operations/maintenance budget or preparation of formal RFP for soliciting proposals from developer/operators
5. preparation of construction documents
6. preparation of bid documents
7. construction of cemetery

The timeframe for the above process could be achieved in a two to three year period, depending on variables such as specific site issues that could be encountered.

## EXISTING CONDITIONS ANALYSIS

Incorporated as a Town on July 6, 1920, Gilbert is a relatively young municipality but has had strong growth, affluent population demographics, a pro-business and high quality of living environment standards<sup>1</sup>.

The Town has never had a cemetery, and families have to travel outside of town to neighboring communities to purchase plots and make arrangements for the burial and visitation of burial sites.

### DEMOGRAPHICS

A study of the makeup of the population is important when assessing the feasibility of cemetery facilities. As shown in Table 1 below, the Town of Gilbert has experienced a very rapid rate of growth over the past thirty years. The pace of growth has slowed over the past decade because of the economic recession, but is anticipated to increase to a more steady rate of approximately 2% per year, until buildout is anticipated to be reached at approximately year 2035 (twenty years into the future).

The mortality rate must be considered in preparation of a study for cemetery services. The figures available are compiled by the State of Arizona's Vital Statistics department and are shown in Table 2, along with projections of the death rate in Gilbert based upon population figures current and into the future.

**Table 1: Population Demographics**

YEAR	POPULATION	% CHANGE/DECADE	ANNUAL % CHANGE
1990	29,000		
2000	110,000	276%	27.67%/year
2010	208,500	90%	9.0%/year
CURRENT (2015)	230,000	20.6%	2.06%/year
2035 (PROJECTED EST.)	325,000	20.5%	2.05%/year

**Table 2: Mortality Rate, Maricopa County and Gilbert**

MORTALITY RATE	ANTICIPATED MORTALITY
MORTALITY RATE	1,317.8 residents per 100,000 pop.
GILBERT CURRENT POPULATION (2015)	230,000
GILBERT FUTURE POPULATION (2035)	325,000
	3,031 / year
	4,283 / year

<sup>1</sup> References: Town of Gilbert website [www.gilbertaz.gov/about-us/history](http://www.gilbertaz.gov/about-us/history) and Gilbert Historical Society



## **BURIAL PREFERENCES**

A study of religiosity and ethnicity can be an indicator of preferences for disposition of remains and for preferences in types of burials, because of cultural or religious traditions for population groups or subsets. Table 3 below provides an inventory of the religious preferences of residents of Gilbert, and Table 4 provides the percentages of ethnic diversity for the Town population. Table 5 shows the average household income for Gilbert and surrounding communities.

**Table 4: Religiosity in Gilbert<sup>2</sup>**

RELIGION	PERCENTAGE OF TOTAL POPULATION
PERCENT RELIGIOUS	39.08%
ROMAN CATHOLIC	13.99%
CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS	6.38%
BAPTIST	3.56%
EPISCOPALIAN	.35%
PENTECOSTAL	3.12%
LUTHERAN	1.75%
METHODIST	.99%
PRESBYTERIAN	.64%
OTHER CHRISTIAN	6.65%
JEWISH	.36%
EASTERN	1.11%
ISLAM	.18%

**Table 4: Racial / Ethnic Diversity of Gilbert<sup>3</sup>**

RACE	POPULATION
WHITE	66.9%
HISPANIC OR LATINO	14.9%
ASIAN	5.8%
BLACK OR AFRICAN AMERICAN	3.4%
AMERICAN INDIAN OR ALASKA NATIVE	.8%
NATIVE HAWAIIAN AND OTHER PACIFIC ISLANDER	.2%
SOME OTHER RACE	4.5%
TWO OR MORE RACES	3.5%

**Table 5: Average Household Income (2012 Values)<sup>4</sup>**

MUNICIPALITY	MEDIAN INCOME
GILBERT	\$76,574
MESA	\$50,173
TEMPE	\$47,694
CHANDLER	\$66,615
GLENDALE	\$53,023
PHOENIX	\$52,678
SCOTTSDALE	\$76,124
ARIZONA	\$49,480

<sup>2</sup> Sperling's Best Places, [www.bestplaces.net/religion/city/arizona/gilbert](http://www.bestplaces.net/religion/city/arizona/gilbert)

<sup>3</sup> 2010 U.S. Census

<sup>4</sup> ESRI Resources

Cemeteries provide burial options for all population groups in the composition for a given municipality, and the choices are one of the two following methods:

1. Traditional embalmment & full body burial (interment)
2. Cremation (inurnment)

Within these two categories are other sub-categories that may be planned for in a cemetery:

**Full body burial:**

1. Full body burial outdoors into in-ground vaults (most common)
2. Full body burial in a mausoleum (indoors) or above ground crypt (outdoors), (most expensive)
3. Green burial in which the remains are typically wrapped in a shroud and placed directly in the earth. (less common)

**Cremated remains:**

1. Cremation and disposition of the ashen remains in a small vault that is placed in the ground
2. Cremated remains placed or in a wall vault commonly referred to as a columbarium or niche wall
3. Scatter gardens where ashes can be placed into planting areas or features
4. Cremated remains placed in a common underground vault, known as an ossuary, usually the least expensive option in a cemetery.

There are other options in which a cemetery is not involved such as burial at sea, scattering of ashes, and other less common dispositions, but these are sometimes illegal or require special permission, and are not within the control of most cemetery operators. Keeping ashes in a family urn is also another legal option, although at some point families that choose this option often end up changing their minds or scattering the ashes. Table 6 provides a breakdown of the estimated preferences for disposition of human remains in Arizona, as reported by the Arizona State Board of Funeral Directors and Embalmers.

The actual cremation rate in the state of Arizona is quite high at 74%, but because many families take ashes home and scatter them in places other than cemeteries, the figures for use in planning a cemetery shown in Table 6 is appropriate to be used for this study. This is important in cemetery planning because the size requirement for each method of burial is very different, and the construction costs associated with providing space for each is also different. According to the Arizona State Board of Funeral Directors and Embalmers, the reported rate below is anticipated to trend higher towards cremation in the future, but due to the religious makeup and thus the traditional burial preferences for Gilbert, it is recommended to utilize the figures below in this feasibility study.

**Table 6: Burial Preferences in the Phoenix Area<sup>5</sup>**

**CATEGORY**

FULL BODY INTERMENT	40 %
CREMATED REMAINS INURNMENT	60 %

<sup>5</sup> As reported by the Arizona State Board of Funeral Directors and Embalmers

## **COMPETITORS FOR SIMILAR SERVICES**

A study of the vicinity around Gilbert has shown a few other cemetery properties that could potentially be competitors for customers of a cemetery in Gilbert. Some are private and/or religious cemeteries and two are public cemetery properties. The following is a description of these properties. A map of the vicinity is shown on Figure 1 on the following page, and is keyed to the letters A through G below for convenience.

- A. City of Mesa Public Cemetery is a well-established and almost built-out cemetery started in 1891. It is located at 1212 N. Center Street, a 30-minute drive from the center of Gilbert. This property is fairly well maintained with irrigated lawns, mature trees and a combination of mostly in-ground burials with some cremated remains columbaria. This property is approximately 60 acres in size and is about 90% full. It does not have much room to grow because of existing adjacent land uses. The distance to drive to this property makes it less of a competitor for similar services. Prices are \$2,100 to \$3,300 per grave with opening / closing cost from \$895 to \$1,155 each burial with a \$300 perpetual care fee.
- B. San Tan Memorial Park 22425 E. Cloud Road Queen Creek, 25 minute drive from Gilbert. This is a new, 3-acre developed cemetery built on Schnepf Farms property. It is a handsome site that has plenty of room to grow, and the cemetery was developed with the help of another local private cemetery operator. Plots range from \$1,440 to \$3,220 per double but most of the plots are at least \$2,870 per double plus \$1,150 each opening/closing, and a \$350 endowment care fee. These prices are competitive to nearby existing public cemetery fees. This property is the closest competitor in terms of distance to the center of Gilbert.
- C. Mountain View Funeral Home and Cemetery at 7900 E. Main Street, 25 minute drive. This property is a nicely designed private mortuary, funeral home and cemetery offering full services and has a cemetery of approximately 30 acres and about half of it undeveloped. Prices were not published.
- D. Valley of the Sun Mortuary & Cemetery 21 minute drive to 10940 East Chandler Heights Road in Chandler. The site is approximately 30 acres with about 5 remaining undeveloped. This property is all irrigated lawn with a mausoleum, full cemetery and funeral home services on site and is part of the Dignity Memorial family of mortuary/funeral home services. Prices are only available on request.
- E. Greenwood Memory Lawn Mortuary (off the map to the west) is a 40+ minute drive to 719 North 27<sup>th</sup> Ave, Phoenix. Greenwood is a Dignity Memorial branded facility, providing a very nice property of irrigated lawn in about 190 acres, and has approximately 15 acres left undeveloped. Prices are available only on request. The distance to this facility makes it less significant as a competitor.
- F. Double Butte Cemetery 2505 W. Broadway Rd 25 minute drive. This public cemetery does not have an office on site, and sales are through the City offices. It has about 3 acres of irrigated lawn and about 5 acres of unirrigated pioneer-type cemetery grounds, as well as a nice cremation garden area with in-ground cremation vaults and adobe walls. Prices are the lowest of the listed cemeteries and range from \$2,025 per single to \$3,750 per double, with opening / closing costs totaling \$1,600 for both burials.
- G. Queen of Heaven Cemetery & Mortuary in Mesa is the closest facility to Gilbert, about a 10 minute drive from the center of Town to 1562 E. Baseline Road, Mesa. This Catholic

Cemetery has nice facilities and a full range of services, and the prices are somewhat higher than other cemeteries, at \$3,250 for a companion plot and \$1,450 per opening / closing plus \$1,450 each for burial vaults.

H. Guadalupe Cemetery in Tempe is a historic pioneer cemetery that is filled to capacity.

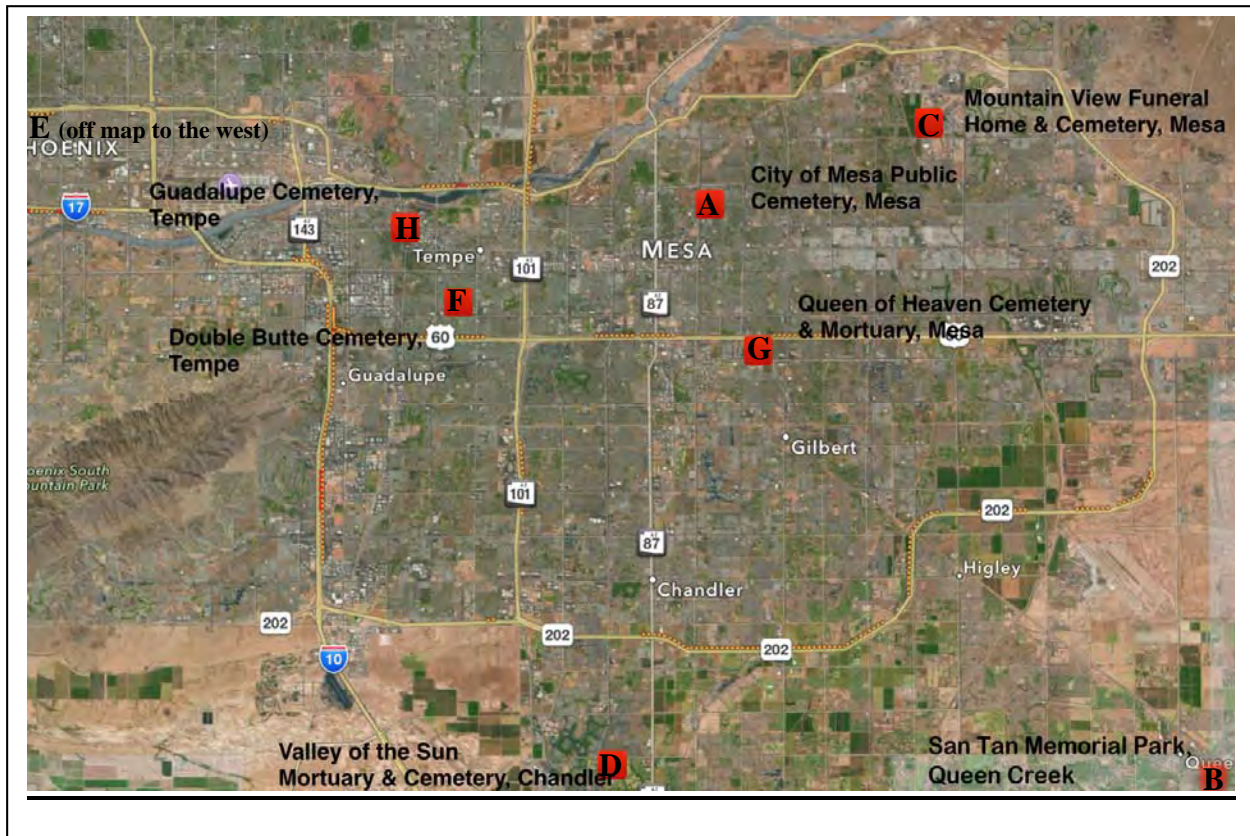


FIGURE 1: MAP OF THE GILBERT VICINITY AND ADJACENT CEMETERY PROPERTIES

## **DEMAND FOR CEMETERY SERVICES**

Demand is a metric that takes into account the mortality rate, burial preferences, family traditions, availability of resources and choices, and existing competitors for burial services in a given location. As was demonstrated above, there is currently no cemetery in Gilbert, so families have had to go elsewhere to choose a cemetery. The Anticipated Capture Rate is the estimated percentage of all potential burials that will occur in the potential Gilbert cemetery. If Gilbert were to provide a local choice, some families may choose to not be buried in Gilbert for the following possible reasons:

1. An existing family plot in another town is has already been pre-purchased.
2. Family members prefer to be buried adjacent to existing family plots or in the same cemetery.
3. Personal preference such as design or aesthetic considerations.
4. Religious or cultural tradition reasons (for example, there are some private cemeteries of only one religion or cultural background where individuals may prefer to associate).
5. Family of origin is in another community.



6. Cost of services.
7. Presence of free plots for certain population subsets (for example, veterans of foreign wars and their spouses are eligible for free plots in most federal or state Veteran's Administration Cemeteries).
8. Presence of a burial ground on private residential property or sovereign lands (less common).
9. Choosing to keep cremated remains in a family urn or scattering them in other locations.

Some of the above items are within the control of the municipality but most are not. The Town can control the cost of services to some degree, although a goal would be to maintain costs above a minimum level in order to assure fiscal sustainability of the cemetery. The Town can control the aesthetics of the initial construction and could use higher quality materials, finishes and locally significant architectural design criteria in order to have a visually superior cemetery and better sales opportunities. Gilbert can control the level of maintenance so that the cemetery is always in excellent condition. It is also possible that if Gilbert builds and maintains a very nice cemetery, other non-Town residents may take notice and want to be buried in the Gilbert cemetery. However, the objective of this study is to provide realistic expectations and conservative assumptions. The variables above result in an Anticipated Capture Rate that is far less than 100%. For example, the City of Mesa's public cemetery Capture Rate is 9.4% (400 burials per year in a City of 457,587 pop.), and the City of Tempe's Capture Rate is also 9.4% (200 burials per year in a City of 161,719 pop.). Based upon the demographics of Gilbert which result in higher incomes and larger family sizes combined with the higher than average religiosity of Gilbert, which results in more traditional choices for burial, this study utilizes a graduated Anticipated Capture Rate starting at 10%, and gradually increasing to an average of 12% per year thereafter.

The following demand calculation in Table 7 provides the data needed for planning the space requirement for a cemetery to meet the long term needs of the residents of Gilbert. The horizon for planning purposes is 200 years. This timeframe is realistic because the boundary of the Town is not anticipated to change dramatically over the same time span, and a built out condition is anticipated to occur within approximately 20 years. Therefore additional contiguous land will likely be difficult to acquire after about 100 years, and cemetery operation facilities would have to be reconstructed at a remote location in an earlier time frame if the cemetery fills up before the horizon timeframe.

Table 7: DEMAND CALCULATION

<b>Mortality Rate in Maricopa County per 100,000 pop.</b>	<b>Population of Gilbert in 100,000's</b>	<b>Current Mortality in Gilbert</b>	<b>Anticipated Capture Rate</b>	<b>Interments per Year</b>	<b>Horizon</b>	<b>Anticipated Burials</b>
<b>1,318</b>	X 2.3	3,031 deaths/ yr	10%	303	20 years	8,500
<b>1,318</b>	X 3.25	4,284 deaths/ yr	12%	514	180 years	92,520
<b>TOTAL</b>					200 years	101,120

Taking the next step in Table 8, the total anticipated burials are divided between cremated remains and in-ground burials, then the space requirement calculator is used to determine the amount of land that will need to be budgeted for the cemetery.

Table 8: LAND DEMAND CALCULATION

Total Anticipated Burials for Horizon	Ratio of Cremation to Ground Burial	Total Anticipated Burials for Horizon	Land Requirement by category	Minimum Land Requirement
101,120	60% cremations	60,612	29,620 cremations/acre	2.05 ac
	40% ground burials	40,508	1,500 burials/acre	27.01 ac
	100%	101,120	Figures include roadways, buildings, buffers, walkways, features, shelters, landscape, walls, and maintenance shop. Figures assume double depth burials and 5'-6" tall columbarium walls	
TOTALS				<b>29.06 AC*</b>

\* If other features such as mausoleum buildings or ponds, etc. are desired, additional land should be budgeted at approximately additional 10%

## FEASIBILITY STUDY

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### **BUDGETING FOR AN APPROPRIATE CEMETERY**

The following Table 9 provides a conceptual capital cost estimate for a proposed first phase of implementation for budgeting purposes. This estimate assumes nice finishes, beautiful irrigated lawn with native desert landscape feature areas, locally significant architectural styles, shade structures and trees throughout the property to provide a cooling effect.

This estimate should be updated periodically over time to bring it up to current cost data. The first phase of construction would have to include most of the infrastructure for cemetery operations so that a fully functional site with all support structures are in place for the first day of business. For maximum efficiency, it is recommended and assumed that the burial vaults will be preinstalled, thereby increasing the yield by 25% over digging graves on an as-needed basis. The estimate includes the purchase and installation of the vaults.

Ideal land for cemetery use would be relatively flat (less than 6% average gradient), and conveniently located for the population area to be served. It would, however, not need to be in a central location, because usually land values are higher in the most convenient parts of a locale. Municipal services nearby such as water, sewer, power, and street access would save off-site costs, and because of the nature of burying human remains, the land would have to be above the 100 year floodplain and not have any sensitive biological or botanical species present. For long term sustainability it is suggested that irrigation water for cemetery use be reclaimed water, as long as the chemical properties of the water are suitable for growing turf grass and desert ornamental plant material species. Solar photo voltaic arrays could also be considered to create modest cost energy for cemetery and general use.

**Table 9: CONCEPTUAL CAPITAL COST OF CONSTRUCTION, FIRST PHASE**

<b>EARTHWORK, GRADING &amp; DRAINAGE</b>							
	Mobilization			LS			\$ 30,000
	Construction Staking			LS			\$ 20,000
	Demolition, Clear & Grub			LS			\$ 5,000
	Earthwork		20,000	CY	\$5.00		\$ 100,000
	Erosion Control			LS			\$ 10,000
	Drainage			Allow			\$ 40,000
<b>UTILITIES</b>							
	Electrical (hook-up, transformer, panel & underground - Phase 1)			LS			\$ 30,000
	Domestic & Irrigation Water (well, pump, pressure tank)			LS			\$ 60,000
	Septic system & leachfield			LS			\$ 25,000
<b>BUILDINGS &amp; OVERHEAD STRUCTURES</b>							
	Sales Office and Chapel Bldg	2,500	SF		\$250.00		\$ 625,000
	Maintenance Bldg	1,300	SF		\$100.00		\$ 130,000
	Shelters, Arbors, Site Structures		Allow				\$ 120,000
	Veteran's Memorial Area		Allow				\$ 80,000
	Entry Gates/ Walls / Steel Fencing		Allow				\$ 100,000
<b>HARDSCAPE</b>							
	A/C Paving, Conc. Edge	35,000	SF		\$5.75		\$ 201,250
	Concrete Walkways						
	plain grey concrete	4,000	SF		\$7.50		\$ 30,000
<b>NICHES &amp; VAULTS</b>							
	Double-depth Full-body In-ground Vaults w/Headstone Footings	1,452	EA		\$660.00		\$ 958,320
	Cremains Niches at Veteran's Memorial	2,184	EA		\$350.00		\$ 764,400
<b>LANDSCAPE</b>							
	Landscaping (includes irrigation, soil amendments, turf, groundcover and shrub planting)	135,540	SF		\$3.00		\$ 406,620
	Trees	125	EA		\$140.00		\$ 17,500
	SUB-TOTAL						\$ 3,753,090
	Contingency (Incl. Fees, permitting)				15%		\$ 562,964
	Design/Engineering Fees				12%		\$ 450,371
	Initial Marketing Budget Allowance						\$ 20,000
	Equipment Purchase						\$ 350,000
	Total Construction Cost Estimate**						\$ 5,136,424

\*\* The total does not include land acquisition costs or any off-site improvements (such as road widening, utility extensions, etc.)

## **CONCEPTUAL OPERATIONAL BUDGET**

The above Conceptual Capital Cost Estimate was created to develop a first phase that would provide approximately 8 years of burial products with full support and administrative space needed to operate a cemetery. The following Table calculates the annual operational costs to anticipate for the cemetery. Based upon industry standards, the conceptual first phase cemetery of approximately 5 acres would be operated and maintained by a staff of four full-time Town employees.

The following calculations show that the revenue from operations would exceed the annual operational costs by an amount that would be used to repay a theoretical debt (capital costs), that would be repaid by approximately year 28 of operations, due to population increases anticipated by the growth of the Town. An operational reserve would be set aside to be used to replenish the supply of vaults and cremation niches so that the next phase would be fully funded and thereafter the operational costs would be covered, and larger infrastructure projects such as a mausoleum could be considered. Table 10 provides the calculations.

**Table 10: Annual Operational Budget**

<b>ANNUAL EXPENSES</b>					
<b>Labor</b>					
Staff Member	Wages & Benefits				
Manager	\$ 100,000				
Maintenance Leader	\$ 85,000				
Maintenance II x 2	\$ 140,000				
Administrative OH	\$ 20,000				
<b>Equipment/Supplies/Marketing Allowance</b>					
	\$ 100,000				
<b>Utilities</b>	\$ 85,000				
<b>Subtotal</b>	\$ 530,000				
		(Special			(special
<b>REVENUES</b>		Account)			account)
<b>Plot Cost (per burial)</b>	\$ 1,500		<b>Niche cost (per sale)</b>	\$ 1,200	
Opening / Closing	\$ 750		open/close	\$ 400	
Vault Charge	\$ 400		vault charge	\$ 100	
Endowment		\$ 350	endowment		\$ 200
	\$ 2,650			\$ 1,700	
Interments/ Inurnments per year	121			182	
Annual Revenue	\$ 320,650			\$ 309,400	
REVENUE SUBTOTAL			\$ 630,050		
MINUS OPERATIONAL COSTS			\$ 530,000		
OPERATIONAL SURPLUS			\$ 100,050		
DEBT SERVICE (50%)			\$ 50,025		
OPERATIONAL RESERVE (50%)			\$ 50,025		
CAPITAL COST					5,136,424
APPROXIMATE YEARS TO SERVICE DEBT***					28

\*\*\* Debt service includes capital only; does not include cost of borrowing (interest, etc.) Annual debt service and operational reserve amounts are anticipated to increase commensurate with population growth and burial sales increases over time.



## **OPTIONS FOR A PROVIDING CEMETERY OR CONTRACTING ALL OR PART OF OPERATIONS**

### **Option 1: Do nothing (status quo)**

Option one of this report is to do nothing at this time with respect to cemetery services. This option is viable, but would result in the absence of a local choice for burials within Gilbert for the near term, until such point in the future that a private entity may pursue a cemetery business start in Gilbert.

### **Option 2: Contracting with a private cemetery operator**

The second option open to the Town is the negotiation of a long term lease agreement with an independent private cemetery development and operations business. Within this option are some alternative methods of project delivery that would need to be further studied prior to a Request for Proposals to be issued. The following lists some approaches:

- a. the Town could require the private developer/operator to design, engineer, finance, construct, operate and maintain the entire cemetery property; or
- b. the Town could preparing a Scoping Design Package that sets forth a preliminary concept and character for the project for the purpose of issuing a Request for Proposals from the private cemetery industry. The long term lease agreement would be for the private entity to engineer the project and to finance and construct the facility, then operate and maintain it; or
- c. The Town could design and engineer the project, finance it and construct it, and contract with the private operator for the operation and maintenance of the facility through the long term lease agreement.

All of these approaches present varying possibilities for the project to be a potential revenue stream, structured as a real property lease agreement.

### **Option 3: Gilbert planned, designed, developed and operated cemetery**

In this scenario, the Town could design, construct, operate and maintain the cemetery to provide a local choice on its own terms. This would require the Town to establish a division within an existing department to manage the operations and maintenance of the property. Gilbert would have autonomous operations but would also have full responsibility for operating a cemetery in perpetuity.

Operating and maintaining public cemeteries is much like operating park sites in terms of day to day field operations. A cemetery requires turf grass maintenance, irrigation system monitoring, and tree and shrub pruning, in addition to building, site, pavements and improvements maintenance. The opening and closing of graves can be made much easier if the operator pre-installs concrete burial vaults, which would result in the utilization of much smaller day-to-day operational equipment and quicker operations. Cemetery buildings usually get less wear and tear than most other public building spaces because the frequency and intensity of usage is much lower. Some sales skills are required of the cemetery manager, who must interact with the public for a large percentage of each day. Pre-need sales are very important for a cemetery to maintain a consistent revenue stream, and the manager would be responsible for developing and maintaining a marketing campaign to drive pre-need sales. The estimate on page 14 for the first phase provides an allowance for the initial marketing campaign, which should be replenished yearly in order to maintain the presence in the marketplace.

Municipally owned cemeteries are usually best operated and maintained by agency staff, not contracted out to third parties or operated by contractor/vendor. It is possible to contract maintenance services through a third party vendor, but it is unlikely to result in significant reduction in overhead because of the efficiency of having Town employees operate and maintain the property. Again, it may serve well to issue an RFP for contract maintenance services to see if there would be a cost savings to the Town to contract out the maintenance of the facility.

#### **Option 4: Offer land for sale for the purpose of a privately developed cemetery**

The Town has the authority to zone property for an express use, and then offer that land for sale to private entities. This option could create an initial lump sum payment, or phased payment depending on the structure of the sale agreement. It is assumed that fair market value of the property would be utilized, requiring real estate appraisals for a specific use of the property. This scenario would provide a local choice for cemetery services for Gilbert, with relatively low risk, and would not require that the Town be a cemetery owner and operator.

#### **Expanded cemetery services:**

The operational, management, and regulatory requirements of operating expanded death care services (mortuary, embalming, funeral arranging, cremation services, etc.) is not recommended to be handled by Town Staff, because it requires specialized training, monitoring, insurance requirements, risk management, legal oversight, facilities and licensing. It may be possible to engage a private contractor to perform these specialized services in a concessionaire agreement, but public agencies typically have concerns about providing subsidized services that could conflict with local private industry, so it would probably be advisable for the Town to prepare a competitive concessionaire RFP for any services and facilities beyond basic cemetery operations.

There is only one example of a municipally operated mortuary facility in the United States upon which to draw comparisons. The City of Santa Monica<sup>6</sup> wholly owns and operates a historic 1897 cemetery, mortuary and in 1972 purchased a mausoleum. In 2011 the City constructed the mortuary/funeral home on the 26-acre site and now provides full death care services. The only facilities they do not have are a retort for doing cremations and a facility for embalming, which they contract out to a private partner. There is a distinct advantage for the customers to be able to come to a single point of contact to take care of all the needs for a family at the end of a loved one's life, but the complexities of funding, building and operating a mortuary would be very challenging. If the Town of Gilbert is interested in pursuing this avenue further, a series of conference calls and/or tours of this site would be suggested to learn more about the process utilized to achieve completion of the project. It appears that the cost for constructing the mortuary was approximately \$.5 million to renovate an existing building on the site.

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<sup>6</sup> <http://www.smgov.net/departments/cemetery/>



## Council Communication

**TO:** Honorable Mayor and Councilmembers

**FROM:** Tom Condit, PE, Development Engineer, 503-6815

**MEETING DATE:** May 14, 2015

**SUBJECT:** A15-04: Approval of an Ordinance annexing approximately 0.06 acres of right-of-way along Baseline Road at the Consolidated Canal, contingent upon deannexation by the City of Mesa and approval by the Maricopa County Board of Supervisors.

**STRATEGIC INITIATIVE:** Infrastructure

This action supports Gilbert's Infrastructure Strategic Initiative as it establishes clear corporate boundaries for the Town, assisting Town departments including Police, Fire, and Public Works in better defining the jurisdictional responsibilities along this roadway corridor.

### **RECOMMENDED MOTION**

A motion to adopt an Ordinance annexing approximately 0.06 acres of right-of-way along Baseline Road at the Consolidated Canal, contingent upon deannexation by the City of Mesa and approval by the Maricopa County Board of Supervisors.

### **BACKGROUND/DISCUSSION**

This annexation impacts approximately 120 feet of right-of-way along Baseline Road which forms a common boundary with the City of Mesa (see Figure 1). The Ordinance under consideration impacts only right-of-way and does not include the annexation of private property.

A 2003 Intergovernmental Agreement between the Town of Gilbert and the City of Mesa assigns the responsibility for this segment of Baseline Road to the Town. Currently two strips of land along the north and south sides of the Consolidated Canal bridge are within the City of Mesa. Staff is recommending the annexation of this portion of Baseline Road at this time. This will simplify the review, approval, and permitting responsibilities for Baseline Road in this area to

one agency, the Town of Gilbert. This will also identify Gilbert as the agency responsible for future maintenance and public safety on this segment of Baseline Road.

This action has been coordinated between Town of Gilbert, City of Mesa, and Maricopa County staff. City of Mesa and Maricopa County staff have reviewed the legal description of the proposed annexation.

The Ordinance was reviewed for form by Attorney Jack Vincent.

### **FINANCIAL IMPACT**

There is a minor increase in roadway inventory for the Town along Baseline Road at the Consolidated Canal under this proposed action. This will slightly increase Gilbert's maintenance responsibility; however, these jurisdictional boundaries were defined in 2003 via the Intergovernmental Agreement with Mesa and the associated maintenance costs are included in the Streets current operating budget.

The financial impact has been reviewed by Cris Parisot, Office of Management & Budget.

### **STAFF RECOMMENDATION**

The Planning and Engineering Divisions have reviewed this action and the associated legal descriptions, and recommend the adoption of this Ordinance.

Respectfully submitted,

Tom Condit, PE  
Development Engineer

Attachments: Figure 1  
Ordinance with Exhibits



**Approved By**

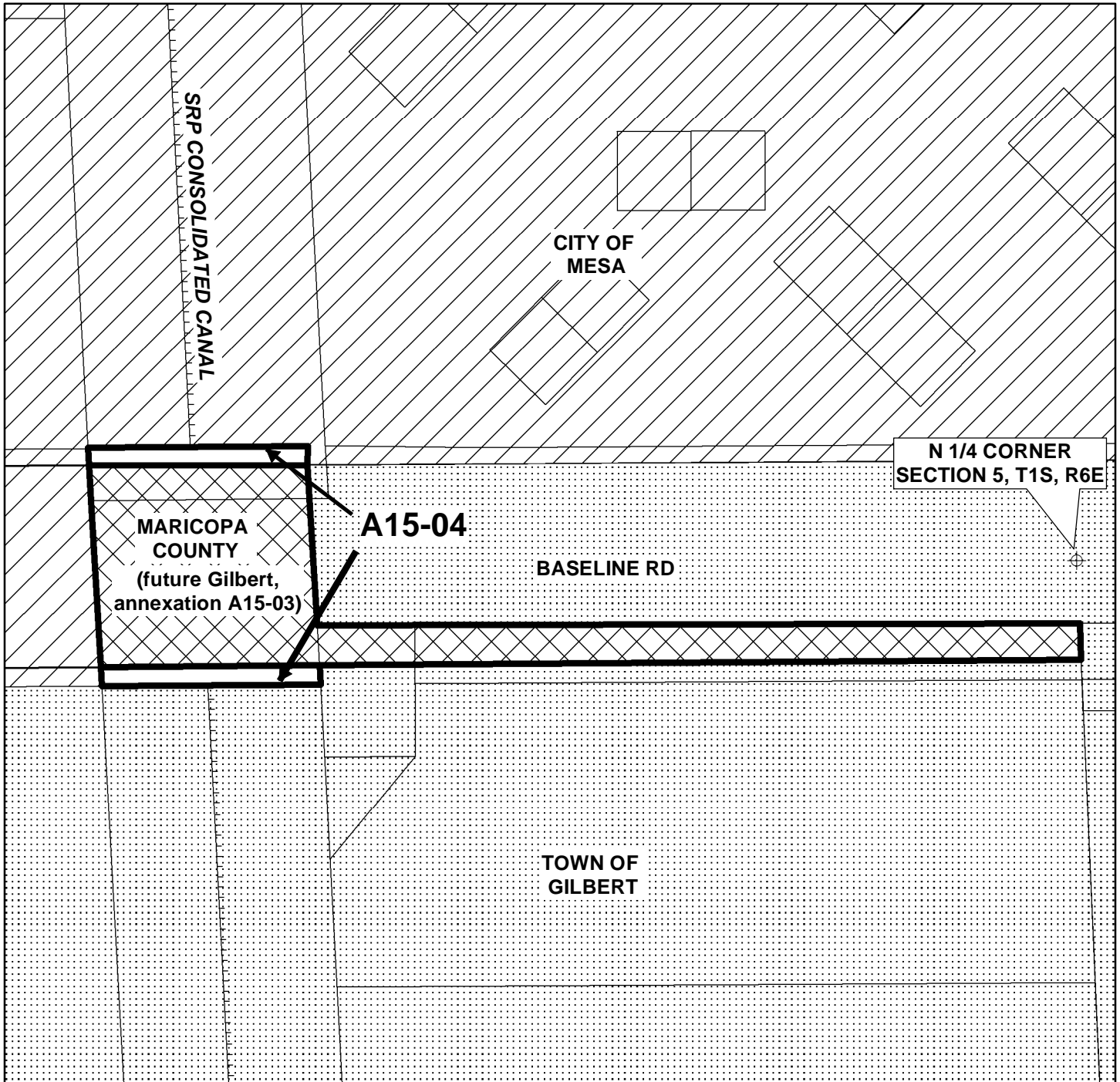
Kenneth Morgan  
Jack Vincent  
Cris Parisot

**Approval Date**

5/5/2015 9:29 AM  
5/5/2015 10:57 AM  
5/5/2015 11:06 AM

**FIGURE 1:  
AREA TO BE ANNEXED**

**ANNEXATION A15-04  
SRP CONSOLIDATED CANAL AND BASELINE ROAD**



Portions of the Northwest quarter of Section 5, T1S, R6E and of the Southwest quarter of Section 32, T1S, R6E of the Gila and Salt River Base and Meridian Maricopa County, Arizona.

I, John W. Lewis, Mayor of the Town of Gilbert, Arizona do hereby certify the foregoing map is a true and correct map of the territory annexed under and by the virtue of the petition of the real and personal property owners in the said territory and by Ordinance No.\_\_\_\_\_, annexing the territory described in Ordinance No.\_\_\_\_\_ and as shown on said map as part of the corporate limits of the Town of Gilbert, Arizona.

\_\_\_\_\_  
John W. Lewis, Mayor

\_\_\_\_\_  
Catherine A. Templeton, Town Clerk



0 50 100  
Feet

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL  
OF THE TOWN OF GILBERT, MARICOPA COUNTY, ARIZONA  
ANNEXING CERTAIN TERRITORY CONSISTING OF  
APPROXIMATELY 0.06 ACRES OF BASELINE ROAD RIGHT-  
OF-WAY, GENERALLY LOCATED AT THE CONSOLIDATED  
CANAL BRIDGE CROSSING, FROM THE CITY OF MESA  
CONTINGENT UPON DEANNEXATION OF SAID TERRITORY  
BY THE CITY OF MESA PURSUANT TO THE PROVISIONS OF  
A.R.S. § 9-471.02; PROVIDING FOR REPEAL OF CONFLICTING  
ORDINANCES; AND PROVIDING FOR SEVERABILITY.

WHEREAS, A.R.S. § 9-471.02 provides a method for deannexation of land from one municipality and the annexation to another municipality; and

WHEREAS, it is the desire of the Town of Gilbert to annex into the Town certain territory now within the corporate limits of the City of Mesa; and

WHEREAS, the territory proposed to be annexed into the Town of Gilbert is adjacent to the corporate limits of the Town of Gilbert.

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the Town of Gilbert, Arizona, as follows:

Section I. In General.

A. That portion of Baseline Road right-of-way generally located between at the Consolidated Canal Bridge Crossing, consisting of approximately 0.06 acres, as legally described in **Exhibits 1A and 1B** attached hereto and depicted in the accurate maps attached hereto as **Exhibits 2A and 2B** are hereby annexed into the corporate limits of the Town of Gilbert, contingent upon deannexation by the City of Mesa and fulfillment of the provisions and requirements set forth in A.R.S. § 9-471.02.

B. A copy of this ordinance shall be filed with the Maricopa County Board of Supervisors with a request that the Board of Supervisors set a hearing date as set forth in A.R.S. § 9-471.02 (D).

Section II. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this Ordinance or any part of the Code adopted herein by reference, are hereby repealed.



Section III. Providing for Severability.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the Code adopted herein unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Common Council of the Town of Gilbert,  
Arizona, this 14<sup>th</sup> day of May, 2015.

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_ ABSENT: \_\_\_\_\_

EXCUSED: \_\_\_\_\_ ABSTAINED: \_\_\_\_\_

\_\_\_\_\_  
John W. Lewis, Mayor

ATTEST:

\_\_\_\_\_  
Catherine A. Templeton, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
L. Michael Hamblin, Town Attorney

I, CATHERINE A. TEMPLETON, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. \_\_\_\_\_ ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF GILBERT ON THE 14<sup>th</sup> DAY OF MAY, 2015, WAS POSTED IN FOUR PLACES ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

\_\_\_\_\_  
Catherine A. Templeton, Town Clerk

The following exhibits are attached hereto and incorporated herein:

1. Exhibits 1A and 1B - Legal Descriptions
2. Exhibits 2A and 2B - Maps

# EXHIBIT 1A

## RIGHT-OF-WAY ACQUISITION AT SRP CONSOLIDATED CANAL & BASELINE ROAD

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 6 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA;

**COMMENCING** AT THE NORTH QUARTER CORNER OF SAID SECTION 5, BEING MARKED BY A MARICOPA COUNTY BRASS CAP IN HAND HOLE, FROM WHICH THE SOUTHWEST CORNER OF SECTION 32, TOWNSHIP 1 NORTH RANGE 6 EAST BEING MARKED BY A MARICOPA COUNTY BRASS CAP IN HAND HOLE, BEARS SOUTH 89 DEGREES 37 MINUTES 02 SECONDS WEST, 1762.04 FEET;

THENCE ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, SOUTH 89 DEGREES 37 MINUTES 02 SECONDS WEST, 539.52 FEET;

THENCE DEPARTING SAID NORTH LINE, SOUTH 03 DEGREES 01 MINUTES 53 SECONDS EAST, 55.06 FEET TO A LINE 55.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE;

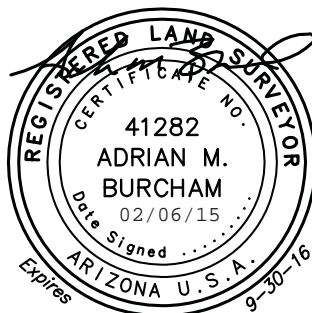
THENCE RUNNING ALONG SAID PARALLEL LINE, NORTH 89 DEGREES 37 MINUTES 02 SECONDS EAST, 121.76 FEET;

THENCE DEPARTING SAID PARALLEL LINE, SOUTH 03 DEGREES 07 DEGREES 43 SECONDS EAST, 10.01 FEET TO A LINE 65.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE;

THENCE ALONG SAID PARALLEL LINE, SOUTH 89 DEGREES 37 DEGREES 02 SECONDS WEST, 121.78 FEET;

THENCE DEPARTING SAID PARALLEL LINE, NORTH 03 DEGREES 01 MINUTES 53 SECONDS WEST, 10.01 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 1,218 SQUARE FEET OR 0.0280 ACRES MORE OR LESS.





## EXHIBIT 1B

### RIGHT-OF-WAY ACQUISITION AT SRP CONSOLIDATED CANAL & BASELINE ROAD

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 1 NORTH, RANGE 6 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA;

**COMMENCING** AT THE SOUTHWEST CORNER OF SAID SECTION 32, BEING MARKED BY A MARICOPA COUNTY BRASS CAP IN HAND HOLE, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 32, BEING MARKED BY A MARICOPA BRASS CAP IN HAND HOLE, BEARS NORTH 89 DEGREES 37 MINUTES 02 SECONDS EAST, 2630.08 FEET;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, NORTH 89 DEGREES 37 MINUTES 02 SECONDS EAST, 1222.34 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 03 DEGREES 01 MINUTES 53 SECONDS WEST, 55.06 FEET TO A LINE 55.00 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE;

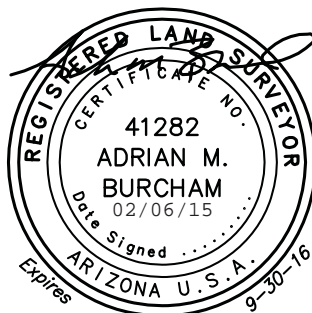
THENCE CONTINUING NORTH 03 DEGREES 01 MINUTES 53 SECONDS WEST, 10.01 FEET TO A LINE 65.00 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE;

THENCE ALONG SAID PARALLEL LINE, NORTH 89 DEGREES 37 DEGREES 02 SECONDS EAST, 120.32;

THENCE DEPARTING SAID PARALLEL LINE, SOUTH 02 DEGREES 53 DEGREES 23 SECONDS EAST, 10.01 FEET TO A LINE 55.00 FEET SOUTH OF AND PARALLEL WITH SAID SOUTH LINE;

THENCE ALONG SAID PARALLEL LINE, SOUTH 89 DEGREES 37 MINUTES 02 SECONDS WEST, 120.30 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 1,203 SQUARE FEET OR 0.0276 ACRES MORE OR LESS.



SW COR.  
SEC. 32, T1N, R6E  
FND. MARICOPA COUNTY  
BRASS CAP IN  
HAND HOLE

APN# 140-64-403  
DOC. NO.  
2004-1209953

CANAL

N89°37'02"E  
120.32'

N3°01'53"W 10.01'  
P.O.B.

S89°37'02"W  
120.30'

1222.34'

APN# 140-64-433  
DOC. NO.  
2002-0732506

S2°53'23"E  
10.01'

S. LINE, SW 1/4, SEC. 32, T1N, R6E

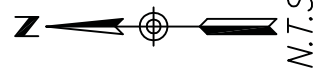
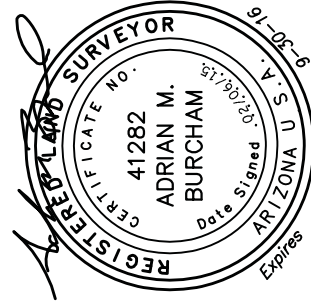
BASELINE RD.

1407.74'  
S89°37'02"W 2630.08'

S. 1/4 COR.  
SEC. 32, T1N, R6E  
FND. MARICOPA COUNTY  
BRASS CAP IN  
HAND HOLE

65'

65'

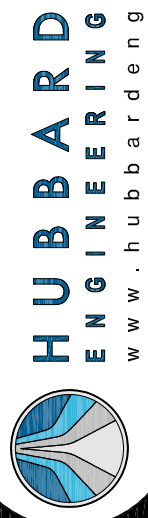


SRP

Project No. 15107	Date 2/6/15
Project Manager J. HAWS	Sheet 1 of 1

RIGHT OF WAY ACQUISITION  
SRP CONSOLIDATED CANAL - AREA #3  
EXHIBIT 2B  
Town of Gilbert, Maricopa County, Arizona

1840 S. Stapley Dr.  
Suite 137  
Mesa, AZ 85204  
Ph: 480.892.3313  
www.hubbardingengineering.com







## Council Communication

**TO:** Honorable Mayor and Councilmembers

**FROM:** Kyle Mieras, AICP, Development Services Director, 503-6705

**MEETING DATE:** May 14, 2015

**SUBJECT:** Approve amendment to the Development Agreement between Gilbert and NRI-Rivulon, LLC.

**STRATEGIC INITIATIVE:** Economic Development

Agreement allows for on-going partnership between Gilbert and NRI-Rivulon, LLC. as construction continues on development.

### **RECOMMENDED MOTION**

Motion to approve the Second Amendment to the Development Agreement between Gilbert and NRI-Rivulon, LLC.

### **BACKGROUND/DISCUSSION**

The Town of Gilbert and NRI-Rivulon, LLC. (NRI) first entered into a development agreement in December 2012, and amended the agreement in June 2014. The first amendment largely dealt with right-of-way for Gilbert and Pecos Roads and the addition of a second building to the agreement.

In that amended agreement, the initial public improvements were to be completed by June 20, 2015. The initial public improvements include Gilbert Road and Pecos Road to S. Allen Avenue.

Construction is continuing on the full improvements to Gilbert Road. Pecos Road is being extended east toward S. Allen Avenue and will be tapered back to the existing condition prior to the S. Allen Avenue intersection. The next phase of construction will be the Pecos and S. Allen Avenue intersection and the extension of S. Allen Avenue to the south. As construction has continued and designs have been generated for the next phase, it became evident that with the amount of SRP irrigation ditch, SRP transmission line and SRP distribution line relocations and the design of S. Allen Avenue intersection, the June 20, 2015 date for extending Pecos to S.

Allen Avenue was unrealistic. In addition, NRI is proposing to relocate the utilities the entire length of Pecos Road, from Gilbert Road to Lindsay Road, at this time, instead of incremental construction as Pecos Road is constructed in the future to the east of S. Allen Avenue.

NRI has provided a project timeline outlining the phases for the construction. The plan identifies Pecos Road being completed from Gilbert Road to S. Allen Avenue in May 2016, including the S. Allen Avenue improvements to the south discussed in the First Amendment. Discussions with NRI's civil engineer have confirmed the timeline.

The intent of this amendment is to extend the timeline for the completion of Pecos Road to S. Allen Avenue to June 30, 2016 to coincide with the intersection construction and construction of S. Allen Avenue to the south into the site. This date also coincides with the dates in the First Amendment for the buildings. The timing of the construction of the buildings is not impacted. Reimbursements to NRI will not occur until the initial public improvements are completed.

The resolution was reviewed for form by Attorney Jack Vincent.

### **FINANCIAL IMPACT**

The financial impact was reviewed by Cris Parisot, Management and Budget Analyst.

### **STAFF RECOMMENDATION**

Staff recommends approval of the second amendment to the development agreement between Gilbert and NRI-Rivulon, LLC.

Respectfully submitted,

Kyle Mieras, AICP  
Development Services Director

**Approved By**

Kyle Mieras  
Jack Vincent  
Cris Parisot

**Approval Date**

5/4/2015 11:54 AM  
5/4/2015 1:04 PM  
5/4/2015 12:02 PM

WHEN RECORDED RETURN TO:

Town of Gilbert  
Attn: Town Clerk  
50 East Civic Center Drive  
Gilbert, Arizona 85296

SECOND AMENDMENT TO  
DEVELOPMENT AGREEMENT  
(RIVULON)

This Second Amendment to Development Agreement is made to that certain Development Agreement dated December 20, 2012, entered into between the Town of Gilbert, an Arizona municipal corporation, and NRI – Rivulon, LLC, an Ohio limited liability company, which is recorded record on January 24, 2013, as Document No. 20130073647, records of Maricopa County, Arizona (the “Development Agreement”), and to that certain First Amended Development Agreement recorded on July 8, 2014, as Document No. 20140444356, records of Maricopa County, Arizona (the “First Amendment”). Terms defined in the Development Agreement are intended to have the same meanings herein unless otherwise expressly provided.

This Second Amendment to Development Agreement (“Second Amendment”) hereby amends the Development Agreement and the First Amendment in the following respects:

1. Section 4.4 is amended and restated to read in its entirety as follows:

Following approval of the final plans and specifications for the Initial Public Improvements, Owner shall promptly commence and diligently pursue construction of the Initial Public Improvements and shall complete the Initial Public Improvements in accordance with the applicable plans and specifications, the Applicable Rules (including any applicable public bidding or procurement policies) and all other requirements of this Agreement on or before June 18, 2016, subject to delays caused by Force Majeure.

Except as expressly provided in this Second Amendment, all other provisions of the Development Agreement and First Amendment shall remain in full force and effect according to its terms.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement to be effective on the date and at the time an ordinance approving and adopting this Agreement is approved by the Gilbert Town Council.

**GILBERT:**

TOWN OF GILBERT, ARIZONA,  
an Arizona municipal corporation

By : \_\_\_\_\_

Its: \_\_\_\_\_

**OWNER:**

NRI-RIVULON, LLC,  
an Ohio limited liability company

By Nationwide Realty Investors, Ltd.,  
an Ohio limited liability company,  
Its Sole Member and Manager

By: \_\_\_\_\_

Its: \_\_\_\_\_



STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014,  
by \_\_\_\_\_, Town \_\_\_\_\_ of the Town of Gilbert, Arizona,  
an Arizona municipal corporation, who acknowledged that he/she signed the foregoing  
instrument on behalf of the Town.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

=====

STATE OF \_\_\_\_\_ )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014,  
by \_\_\_\_\_, the \_\_\_\_\_ of NRI  
– Rivulon, LLC, an Ohio limited liability company,.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF GILBERT, ARIZONA, APPROVING THE SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT DATED DECEMBER 20, 2012, BETWEEN THE TOWN OF GILBERT, AN ARIZONA MUNICIPAL CORPORATION, and NRI 0 RIVULON, LLC, AN OHIO LIMITED LIABILITY COMPANY, RELATED TO THE DEVELOPMENT OF CERTAIN PROPERTY LOCATED IN THE TOWN; AND PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS.

WHEREAS, A.R.S. § 9-500.05 authorizes the Town of Gilbert to enter into development agreements related to the development of property in the Town and to amend such development agreements; and

WHEREAS, the Town of Gilbert and NRI – Rivulon, LLC entered into a development agreement dated December 20, 2012, and recorded on January 24, 2013, as Instrument No. 20130073647, records of Maricopa County, Arizona (the “Development Agreement”); and

WHEREAS, the Town of Gilbert and NRI – Rivulon, LLC amended the Development Agreement via that certain First Amendment to Development Agreement (“First Amendment”) dated July 3, 2014, and recorded on July 8, 2014, as Instrument No. 20140444356, records of Maricopa County, Arizona (“First Amendment”), and desire to amend the Development Agreement once more, as set forth in the attached Second Amendment to Development Agreement (“Second Amendment”).

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF GILBERT, ARIZONA, that the Second Amendment between the Town and NRI - Rivulon, attached hereto as Exhibit A, be and is hereby approved and the Mayor is authorized and directed to execute said Second Amendment; and

FURTHER RESOLVED, that the Town Clerk be and she is hereby authorized and directed to record a copy of the Second Amendment with the Maricopa County Recorder not later than ten days from the date of the Agreement.

FURTHER RESOLVED, that all resolutions and parts of resolutions in conflict with this Resolution are hereby repealed.

PASSED AND ADOPTED by the Common Council of the Town of Gilbert, Arizona this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

\_\_\_\_\_  
John W. Lewis, Mayor

ATTEST:

\_\_\_\_\_  
Catherine A. Templeton, CMC, Town Clerk  
APPROVED AS TO FORM:

\_\_\_\_\_  
L. Michael Hamblin, Town Attorney

I hereby certify that the above foregoing Resolution No. \_\_\_\_ was duly passed by the  
Common Council of the Town of Gilbert, Arizona at a regular meeting held on  
\_\_\_\_\_, 2015, and that a quorum was present thereat and that the vote thereon was  
\_\_\_ayes and \_\_\_nayes and \_\_\_abstentions. \_\_\_\_Councilmembers were absent or excused.

\_\_\_\_\_  
Catherine A. Templeton, CMC, Town Clerk

WHEN RECORDED RETURN TO:

Town of Gilbert  
Attn: Town Clerk  
50 East Civic Center Drive  
Gilbert, Arizona 85296

SECOND AMENDMENT TO  
DEVELOPMENT AGREEMENT  
(RIVULON)

This Second Amendment to Development Agreement is made to that certain Development Agreement dated December 20, 2012, entered into between the Town of Gilbert, an Arizona municipal corporation, and NRI – Rivulon, LLC, an Ohio limited liability company, and recorded on January 24, 2013, as Document No. 20130073647, records of Maricopa County, Arizona (the “Original Agreement”), as previously amended by that certain First Amendment to Development Agreement recorded on July 8, 2014, as Document No. 20140444356, records of Maricopa County, Arizona (the “First Amendment”) The Original Agreement as amended by the First Amendment is referred to herein as the “Development Agreement”. Terms defined in the Development Agreement are intended to have the same meanings as set forth herein unless otherwise expressly provided.

The Development Agreement is hereby amended in the following respects:

1. Section 4.4 is amended and restated to read in its entirety as follows:

Following approval of the final plans and specifications for the Initial Public Improvements, Owner shall promptly commence and diligently pursue construction of the Initial Public Improvements and shall complete the Initial Public Improvements in accordance with the applicable plans and specifications, the Applicable Rules (including any applicable public bidding or procurement policies) and all other requirements of this Agreement on or before June 17, 2016, subject to delays caused by Force Majeure.

2. References in the Development Agreement to “completion” of Public Improvements, including the Initial Public Improvements in Sections 4.4, 4.5 and 4.7.1 and the Additional Public Improvements in Sections 4.7.2.1 and 4.7.2.2 of the First Amendment, shall mean that the Town of Gilbert has inspected the improvements and has determined that, in accordance with the Owner’s civil engineer selected in compliance with Section 4.2, if applicable, having delivered to Gilbert a certificate of substantial completion certifying that such Public Improvements or applicable portion thereof have been substantially completed substantially in accordance with the applicable plans and specifications. References in the First Amendment to “completion” of the Additional Building shall have the same meaning as is set forth in Section 3.3.1 of the Original

Agreement with respect to the Initial Building, i.e., “upon the issuance of a certificate of occupancy” therefor.

3. Any provision of the Development Agreement which refers to Gilbert in connection with submissions to, approval or acceptance by, satisfaction of, dedication to or responsibility for the Initial Public Improvements shall be deemed to mean and refer to the City of Chandler (“Chandler”) with respect to the portion of the Initial Public Improvements which (even though they are located within the boundaries of Gilbert) are subject to the jurisdiction of the Chandler pursuant to the Intergovernmental Agreement between Gilbert and Chandler.

Except as expressly provided in this Second Amendment, all provisions of the Development Agreement shall remain in full force and effect according to its terms.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement to be effective on the date and at the time an ordinance approving and adopting this Agreement is approved by the Gilbert Town Council.

**GILBERT:**

TOWN OF GILBERT, ARIZONA,  
an Arizona municipal corporation

By : \_\_\_\_\_  
Its: \_\_\_\_\_

**OWNER:**

NRI-RIVULON, LLC,  
an Ohio limited liability company

By Nationwide Realty Investors, Ltd.,  
an Ohio limited liability company,  
Its Sole Member and Manager

By: \_\_\_\_\_  
Its: \_\_\_\_\_



STATE OF ARIZONA       )  
  ) ss.  
COUNTY OF MARICOPA   )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015,  
by \_\_\_\_\_, Town \_\_\_\_\_ of the Town of Gilbert, Arizona,  
an Arizona municipal corporation, who acknowledged that he/she signed the foregoing  
instrument on behalf of the Town.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

=====

STATE OF \_\_\_\_\_ )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015,  
by \_\_\_\_\_, the \_\_\_\_\_ of NRI  
– Rivulon, LLC, an Ohio limited liability company,.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_



## Council Communication

**TO:** Honorable Mayor and Councilmembers

**FROM:** L. Michael Hamblin, Town Attorney, 503-6027

**MEETING DATE:** May 14, 2015

**SUBJECT:** Development Reimbursement Agreement with EVIT for partial reimbursement of a Traffic Signal at the Intersection of Power Road and Verona Avenue

**STRATEGIC INITIATIVE:** Infrastructure

This project supports Gilbert's Infrastructure Strategic Initiative as it expands and improves the transportation system to meet the needs of Gilbert's citizen.

### **RECOMMENDED MOTION**

A motion to adopt a resolution authorizing Gilbert to enter into a Development Reimbursement Agreement with East Valley Institute of Technology (EVIT) for partial reimbursement of a traffic signal at the intersection of Power Road and Verona Avenue.

### **BACKGROUND/DISCUSSION**

The East Valley Institute of Technology (EVIT) located at 6625 S. Power Road in Mesa has sought a traffic signal at Verona Avenue to facilitate traffic access to their campus. EVIT has agreed to participate financially in the construction of the traffic signal.

The Town of Gilbert will act as the lead and front the costs of design and construction of the traffic signal and will be reimbursed from EVIT in the amount of \$75,000. The current programming amount for a stand-alone traffic signal is approximately \$300,000.

The Development Reimbursement Agreement was reviewed by L. Michael Hamblin, Town Attorney.

## **FINANCIAL IMPACT**

The contingency budget request to cover the initial design and construction of the traffic signal at Power Road and Verona Avenue has been requested by Development Services as a separate item on this Council agenda. The Town of Gilbert is the lead on the construction project and will front the cost of design, purchase and installation. The Town of Gilbert will receive \$75,000 from EVIT as a result of this Development Reimbursement.

Financial impact reviewed by Laura Lorenzen, Management and Budget Analyst.

## **STAFF RECOMMENDATION**

Staff recommends approval of a resolution authorizing Gilbert to enter into a Development Reimbursement Agreement with East Valley Institute of Technology (EVIT) for partial reimbursement of a traffic signal at the intersection of Power Road and Verona Avenue.

Respectfully submitted,

L. Michael Hamblin  
Town Attorney

Attachments and Enclosures:

Resolution and Development Reimbursement Agreement with East Valley Institute of Technology (EVIT)

**Approved By**

Michael Hamblin  
Michael Hamblin  
Laura Lorenzen

**Approval Date**

5/4/2015 3:20 PM  
5/4/2015 3:20 PM  
5/4/2015 4:31 PM

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE COMMON COUNCIL OF THE TOWN OF GILBERT, ARIZONA, APPROVING A DEVELOPMENT REIMBURSEMENT AGREEMENT WITH EAST VALLEY INSTITUTE OF TECHNOLOGY (“EVIT”), A POLITICAL SUBDIVISION OF THE STATE, RELATED TO THE DEVELOPMENT OF CERTAIN PROPERTY LOCATED IN THE TOWN; AND PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS.

WHEREAS, A.R.S. § 9-500.05 authorizes the Town of Gilbert to enter into development agreements related to the development of property in the Town; and

WHEREAS, all the property subject to the Development Reimbursement Agreement attached as part of Exhibit A is located within the Town of Gilbert or is immediately adjacent or is part of an Intergovernmental Agreement (“Property”); and

WHEREAS, the Town and EAST VALLEY INSTITUTE OF TECHNOLOGY (“EVIT”) desire to enter into a Development Reimbursement Agreement for the reimbursement by EVIT to the Town of the cost of construction of certain roadway signalization improvements otherwise requested to be constructed by EVIT; and

WHEREAS, the Town Council of the Town of Gilbert finds that entering into this Development Reimbursement Agreement is in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF GILBERT, ARIZONA, that the Development Reimbursement Agreement between the Town and EVIT, attached hereto as Exhibit A, be and is hereby approved and the Mayor is authorized and directed to execute said Development Reimbursement Agreement; and

FURTHER RESOLVED, that the Town Clerk be and she is hereby authorized and directed to record a copy of the Development Reimbursement Agreement with the Maricopa County Recorder within ten days after the date of its execution by the parties in accordance with the terms of the Agreement.

FURTHER RESOLVED, that all resolutions and parts of resolutions in conflict with this Resolution are hereby repealed.

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF  
GILBERT, ARIZONA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_ ABSENT: \_\_\_\_\_

EXCUSED: \_\_\_\_\_ ABSTAINED: \_\_\_\_\_

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
John W. Lewis, Mayor

ATTEST:

\_\_\_\_\_  
Catherine A. Templeton, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
L. Michael Hamblin  
Town Attorney



When Recorded Return to:

Catherine A. Templeton, Town Clerk  
Town of Gilbert  
50 East Civic Center Drive  
Gilbert, Arizona 85296

## **DEVELOPMENT REIMBURSEMENT AGREEMENT**

THIS AGREEMENT is between the Town of Gilbert, Arizona, ("Gilbert") and EAST VALLEY INSTITUTE OF TECHNOLOGY (EVIT), a Political Subdivision of the State of Arizona, ("EVIT"), the lessee for the real property at 6625 South Power Road, Mesa, Arizona, at the corner of Power Road and Verona Avenue ("Intersection") which is located immediately adjacent to the Town of Gilbert ("Property").

### Recitals:

1. EVIT has developed the Property and desires to have a traffic signal at the Intersection.
2. Inasmuch as a new traffic signal at Power Road and Verona Avenue ("Traffic Signal") will provide traffic safety and circulation benefits both to and beyond the Property, Gilbert and EVIT have agreed to share the cost of the traffic signal.

## **TERMS OF AGREEMENT**

1. Gilbert shall design, purchase and install the Traffic Signal at the Intersection in accordance with the technical requirements of Gilbert ("Work"). Gilbert shall use its best efforts to complete the Work by August 15, 2015.
2. EVIT and Gilbert shall share the cost of the Work, with EVIT paying a maximum of seventy-five thousand dollars (\$75,000.00), representing a portion of the cost of the Work, which shall fully satisfy EVIT's obligation toward the installation of the Work.
3. On or before September 1, 2015, EVIT shall pay to Gilbert fifteen thousand dollars (\$15,000.00). Thereafter, on September 1st of each succeeding year up to and including September 1, 2019, EVIT shall pay to Gilbert fifteen thousand dollars (\$15,000.00) until the entire seventy-five thousand dollars (\$75,000.00) is paid in full.
4. Following completion of the Work, Gilbert shall be responsible for maintenance of the Traffic Signal for the life of the Traffic Signal.
5. This Agreement shall be subject to the provisions of A.R.S. § 38-511.
6. Unless Gilbert agrees in writing to extend the payment deadline for the EVIT's reimbursement to Gilbert for the cost of the Improvements, the failure of EVIT to pay in accordance with the foregoing deadlines will constitute a material breach of this Agreement.

7. Time is of the essence for the performance of this Agreement.

8. Should collection proceedings or litigation be necessary in order to enforce this Agreement, the prevailing party shall be awarded its reasonable attorneys fees and costs and collection costs incurred.

9. All notices, approvals and other communications provided for herein or given in connection herewith shall be validly given, made, delivered or served, if in writing, and delivered personally, sent by postage prepaid United States Mail, or sent by nationally recognized overnight courier (e.g., Federal Express, Airborne, UPS), and addressed to the recipient as follows:

Gilbert: Town of Gilbert  
50 East Civic Center Drive  
Gilbert, Arizona 85296  
Attention: Town Manager

Lessee: East Valley Institute of Technology  
6625 S. Power Road  
Mesa, Arizona 85212

or to such other addresses as a party may from time to time designate in writing and deliver in a like manner. Notices, approvals and other communications provided for herein shall be deemed delivered upon personal delivery or 24 hours following deposit with a nationally recognized overnight courier, as herein above provided, prepaid and addressed as set forth above.

11. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona.

THIS SPACE INTENTIONALLY LEFT BLANK.

DATED the date and year first above written.

TOWN OF GILBERT

LESSEE

\_\_\_\_\_  
John W. Lewis  
Mayor

\_\_\_\_\_  
*Sally E. Downey*  
By: \_\_\_\_\_  
Its: *Superintendent/CEO*

ATTEST:

\_\_\_\_\_  
Catherine A. Templeton, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
L. Michael Hamblin  
Town Attorney

ACKNOWLEDGMENT

STATE OF ARIZONA       )  
                                      ) ss.  
County of Maricopa       )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be \_\_\_\_\_, and that as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

ACKNOWLEDGMENT

STATE OF ARIZONA       )  
                                      ) ss.  
County of Maricopa       )

On this 13<sup>th</sup> day of April, 2015, before me, the undersigned Notary Public, personally appeared Sally E. Downey, who acknowledged himself/herself to be Superintendent/CSO, and that as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Barbara Spielbusch  
Notary Public

My Commission Expires:

March 1, 2018





## Council Communication

**TO:** Honorable Mayor and Councilmembers

**FROM:** Brian Border, P.E., Project Coordinator, 480-503-6937

**MEETING DATE:** May 14, 2015

**SUBJECT:** Contingency Request for the Power Road and Verona Avenue Traffic Signal Project, CIP Project No. TS181 and Approval of a Job Order Contract (JOC) Task Order No. 39 with CS Construction, Inc. for the Construction of the Traffic Signal.

**STRATEGIC INITIATIVE:** Infrastructure

This project supports Gilbert's strategic initiative for Infrastructure as it improves the traffic signal system and traffic control to meet the needs of Gilbert's citizens.

### **RECOMMENDED MOTION**

A motion to authorize a Streets Fund Contingency Transfer in the amount of \$270,000 for the material procurement and construction of a traffic signal at the Power Road and Verona Avenue intersection with the Streets Fund as the designated revenue source, and approval of the Job Order Contract (JOC) Task Order No. 39 with CS Construction, Inc. for the construction of the traffic signal, Contract No. 2013-7003-0180, in an amount not to exceed \$180,737.49 and authorize the Mayor to execute the required documents.

### **BACKGROUND/DISCUSSION**

The East Valley Institute of Technology (EVIT) East Campus is located at the southeast corner of Power Road and Verona Avenue. The intersection of Power Road and Verona Avenue has previously been identified as an intersection meeting traffic signal warrants. Recent discussions between Gilbert staff and EVIT have resulted in an agreement to design and construct a new traffic signal with EVIT participating financially in the construction of the traffic signal. A separate agreement, the EVIT Traffic Signal Development Agreement, is also on the 5/14/2015 Council Agenda and discusses the details of each party's responsibilities and financial participation. In summary, EVIT and Gilbert have agreed that Gilbert will front the costs of design and construction of the traffic signal and Gilbert will be reimbursed by EVIT in the amount of \$75,000 paid over a 5 year period.

In accordance with the proposed agreement with EVIT, the Town of Gilbert will act as the lead for design, purchase and installation of the traffic signal. Design of the traffic signal began in March 2015 with a Town Manager authorized contingency request in the amount of \$35,000 to begin engineering design of the signal. An additional \$6,100 request was recently approved to allow SRP to begin electrical power design. Therefore, the total project costs to date are \$41,100.

Traffic signal construction and material procurement is estimated at \$270,000 and is planned to begin in late May or early June 2015. Once the traffic signal is completed, the Town of Gilbert will receive reimbursements from EVIT.

Upon review of the level of scope associated with this type of infrastructure installation, it was determined that Job Order Contracting (JOC) delivery method will be utilized for this project.

At the August 1, 2013 Council Meeting, the Master Job Order Contract with CS Construction was approved, which authorizes staff to execute individual Task Orders pursuant to the scope of services and unit prices set forth in the master contract.

The scope for this JOC Task Order No. 39 includes construction of a complete traffic signal at the intersection of Power Road and Verona Avenue.

This request was reviewed for form by Michael Hamblin, Town Attorney.

### **FINANCIAL IMPACT**

If authorized, the Streets Fund contingency transfer of \$270,000 from the Streets Fund will cover the costs of material procurement and construction of the traffic signal at Power Road and Verona Avenue. The Town of Gilbert is the lead on the construction project and will front the cost of design, purchase and installation. The Town of Gilbert will receive \$75,000 from EVIT over five years based on the separate development agreement.

The proposed Task Order No. 39 in the amount of \$180,737.49 is within the total requested material and construction budget of \$270,000.

The financial impact was reviewed by Cris Parisot, Management & Budget Analyst.

### **STAFF RECOMMENDATION**

Staff recommends approval of the requested Streets Fund Contingency Transfer. Staff has also reviewed the cost associated with construction and finds that they meet Gilbert's expectations for the services, and recommends approval of the JOC Task Order No. 39.

Respectfully submitted,



Brian Border, P.E.  
Project Coordinator

Attachments: JOC Task Order No. 39

**Approved By**

Eliana Hayes  
Kenneth Morgan  
Cris Parisot

**Approval Date**

4/28/2015 8:28 AM  
5/5/2015 9:31 AM  
5/5/2015 1:04 PM

**Town of Gilbert**  
**JOC - Job Order Task No. 39**  
**JOC Contract**  
**for**  
**Street Light Rehabilitation**

Date: 4/23/15  
Project Numbers: TS181  
Contract No: 2013-7003-0180  
Traffic Signal Package No.: JOC - Task No. 39  
Contractor Name: CS Construction, Inc.  
Contractor Address: 22023 North 20<sup>th</sup> Avenue  
Phoenix, Arizona 85027

**Location and Scope of Work:**

Complete installation of traffic signal at Power Road and Verona Avenue. Detailed scope attached as TOG JOC TASK ORDER #39.

Total Cost for Task Order 39: **\$180,737.49**

Completion Date: 66 working days from the day of issuance of NTP.

Payment Submittal Requirements: The Payment submittal will be monthly and will be on the Town of Gilbert form attached to this Job Order. It shall identify the percent of work complete and the percent of payment requested.

Approved By:   
Ross Genenbacher – CS Construction, Inc.

Approved By:   
Authorized Town Representative

Approved By: \_\_\_\_\_  
Mayor John Lewis – Town of Gilbert

# PROPOSAL – Rev.1 – 95% PLANS



## CS CONSTRUCTION, INC.

22023 N. 20TH AVE., SUITE A

PHOENIX, AZ 85027

CONTACT: ROSS GENENBACHER

PHONE: 623-889-7650

FAX: 623-889-7651

TO:  
ATTN:  
BID DATE:

TOWN OF GILBERT  
RICK HOOKER  
APRIL 21, 2015

PROJECT NAME: POWER & VERONA  
PROJECT NO. TS181  
TASK ORDER: 39

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
20	Install Meter Pedestal & Foundation	1.00	EA	3,603.60	3,603.60
23	Foundation (Q & R Pole)	4.00	EA	1,940.40	7,761.60
27	Install Q Pole	2.00	EA	1,247.40	2,494.80
28	Install R Pole	2.00	EA	1,247.40	2,494.80
35	Install 40' SMA	1.00	EA	1,247.40	1,247.40
36	Install 45' SMA	1.00	EA	1,455.30	1,455.30
38	Install 55' SMA	1.00	EA	1,871.10	1,871.10
42	Install Controller Cabinet & Foundation	1.00	EA	5,821.20	5,821.20
45	Install 20' LMA	1.00	EA	554.40	554.40
46	Install 25' LMA	2.00	EA	693.00	1,386.00
48	Install F Head	10.00	EA	471.24	4,712.40
48A	Install G Head	2.00	EA	471.24	942.48
49	Install Man/Hand	4.00	EA	207.90	831.60
50	Install ADA Push Buttons	4.00	EA	103.95	415.80
51	Install Type II	8.00	EA	55.44	443.52
53	Install Type V	4.00	EA	152.46	609.84
55A	F & I StrobeCom II Emergency Pre-Emption	1.00	LS	7,600.00	7,600.00
64	(1) 4" PVC (TRENCH)	145.00	LF	42.74	6,197.30
66	(2) 4" PVC (TRENCH)	170.00	LF	49.67	8,443.90
73	(1) 2.5" PVC (BORE)	125.00	LF	41.58	5,197.50
74	(1) 2.5" PVC (TRENCH)	50.00	LF	24.95	1,247.50
76	(1) 2" PVC (TRENCH)	65.00	LF	23.56	1,531.40
79	Conductors (4 Leg Intersection)	1.00	LS	9,009.00	9,009.00
80	F & I Illuminated Street Name Signs	3.00	EA	6,375.60	19,126.80
82	Utility Pothole (2 Way Intersection)	1.00	LS	2,217.60	2,217.60
85	Foundation (Push Button Post)	1.00	EA	415.80	415.80
88	Install Push Button Post	1.00	EA	415.80	415.80
88	Paint Push Button Post	1.00	EA	450.45	450.45
89	Paint Q or R Pole	4.00	EA	1,081.08	4,324.32
91	Paint 55' Mast Arm	1.00	EA	1,224.30	1,224.30
92	Paint 40' or 45' Mast Arm	2.00	EA	1,018.71	2,037.42
94	Paint 20' or 25' Mast Arm	3.00	EA	526.68	1,580.04

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
98	Install Type VII	2.00	EA	207.90	415.80
110	Furnish & Install 12 SMFO Gator Patch	100.00	LF	2.08	208.00
130	Sawcut & Remove Sidewalk	375.00	SF	3.00	1,125.00
133A	Install Ground Rod in Ex. No. 9	1.00	EA	60.00	60.00
134A	Furnish & Install Wavetronix Detection	1.00	LS	16,800.00	16,800.00
135	Furnish & Install CCTV	1.00	EA	6,500.00	6,500.00
137A	Furnish & Install Cooper LED Luminaires	3.00	EA	900.00	2,700.00
138	Furnish & Install Peek Video Detection	1.00	LS	15,600.00	15,600.00
140	TOG Push Button Apron	3.00	EA	325.00	975.00
141	Pavement Markings	1.00	LS	6,800.00	6,800.00
142	Sidewalk - MAG 230	265.00	SF	5.50	1,457.50
143	Curb & Gutter - MAG 220, Type A	20.00	LF	30.00	600.00
146	Sidewalk Ramp - MAG 235-5, Type E w/ TOG Domes	1.00	EA	1,850.00	1,850.00
148	Sawcut & Remove Curb & Gutter	20.00	LF	8.00	160.00
203	Traffic Control	1.00	LS	7,900.00	7,900.00
204	Survey	1.00	LS	1,200.00	1,200.00
	<b>SUBTOTAL</b>				<b>\$172,016.27</b>
	SALES TAX = .65 X 7.80% = 5.07%	1.00	LS	8,721.22	8,721.22
<b>GRAND TOTAL</b>					<b>\$180,737.49</b>

**NOTES:**

As per plans and specs, we have prepared a proposal on the above referenced project. We propose to furnish all labor, equipment, supervision, and materials to complete the above items for the indicated price.

The following addenda were considered in the above price: 95% Plans

Notes:

1. Off-Duty Police Officers will be scheduled through CSCI and billed to the Town's account.

Thank you for the opportunity to bid this work. We hope that we may be of service.

Sincerely,  
CS CONSTRUCTION, INC.

**Ross T. Genenbacher**

Digitally signed by Ross T. Genenbacher  
DN: cn=Ross T. Genenbacher, o=CS Construction, Inc., ou,  
email=rgenenbacher@cscompanies.com, c=US  
Date: 2015.04.21 13:14:34 -0700

Ross T. Genenbacher  
Division Manager



## Council Communication

**TO:** Honorable Mayor and Councilmembers

**FROM:** Leah Hubbard Rhineheimer, Director, Intergovernmental Relations,  
480-503-6773

**MEETING DATE:** May 14, 2015

**SUBJECT:** Grant Application for Funding for Town of Gilbert Native American  
Management Internship

**STRATEGIC INITIATIVE:** High Performing Government

This agreement aligns with the strategic initiative of High Performaning Government by supporting and augmenting strategic regional partnerships.

### **RECOMMENDED MOTION**

A motion to authorize application and acceptance of a 2015-2016 12% gaming contributions grant from the Salt River Pima-Maricopa Indian Community (SRP-MIC) in the amount of \$20,000 and authorize the Mayor to execute the required documents for contract.

### **BACKGROUND/DISCUSSION**

The passage of Proposition 202 by Arizona voters in November 2002 allowed for new gaming compacts between the State and the tribes and the sharing of gaming revenues between those entities. A portion of that shared revenue can be retained by an Indian tribe and distributed to local governments. Proposition 202 permits an Indian tribe to make twelve percent (12%) of its total annual contribution in the following form: "Distributions to cities, towns, or counties for government services that benefit the general public, including public safety, mitigation of the impacts of gaming or promotion of commerce and economic development." Priority areas for funding are typically concentrated on public safety, transportation, health care services, economic development and education.

In the Fall of 2013, the Town of Gilbert created a Native American Management Internship for students pursuing a Master's or Bachelor's in Public Administration, Public Policy, American Indian studies or a related field and who are also interested in a career in public service to Native American communities, governments or organizations after graduation. The internship provides



a rigorous learning experience and exposes the student to a broad range of services, activities, and issues relevant to the Town Council and Manager's Office while simultaneously enriching and supporting Town initiatives.

The Intergovernmental Agreement was reviewed for form by Town Attorney Michael Hamblin.

The Town of Gilbert Grant Application was reviewed by Town Attorney Michael Hamblin.

### **FINANCIAL IMPACT**

If approved, the Town will accept \$20,000 from the SPR-MIC for the operation of the Town of Gilbert Native American Management Internship. This grant is authorized for one-year (2015-2016) and is not a multi-year grant.

Grant Funds accepted would cover all costs of the program including stipend pay and limited benefits (Social Security, Medicare, Life Insurance, Accidental Death & Dismemberment, Short-Term Disability), as well as IT hardware and software costs and support.

There are no recurring reporting requirements with this grant, though a preliminary mid-year report is required by the Salt River Pima-Maricopa Indian Community.

The financial impact was reviewed by Laura Lorenzen, Management and Budget Analyst.

### **STAFF RECOMMENDATION**

Staff recommends application and acceptance of the 2015-16 12% Grant application process monies from the Salt River Pima-Maricopa Indian Community; if awarded; funds will be available and applied during the Town's FY 2016 budget year.

Respectfully submitted,

Leah Hubbard Rhineheimer  
Director, Intergovernmental Relations

Attachments and Enclosures: Town of Gilbert 12% Grant Application  
Grant Application Budget Detail  
IGA between Town of Gilbert & SRP-MIC

**Approved By**

Kurt Sharp  
Michael Hamblin  
Laura Lorenzen

**Approval Date**

5/4/2015 2:47 PM  
5/4/2015 3:20 PM  
5/4/2015 4:29 PM



**SALT RIVER PIMA-MARICOPA  
INDIAN COMMUNITY**

10005 E. Osborn Road, Scottsdale, Arizona 85256 /Phone 480-362-7520 /Fax 480-362-7593

**12% Gaming Contributions Application**

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Date of Application: May 14, 2015

Organization Name: Town of Gilbert

Organization/Municipal Government Street & Mailing Address:  
50 E. Civic Center Dr., Gilbert, AZ 85296

Contact Person and Project Manager if different from Contact Person:

Title: Leah Hubbard Rhineheimer Address: 50 E. Civic Center Dr., Gilbert, AZ 85296

Phone: 480.503.6773 Fax: Email Address: leah.hubbard@gilbertaz.gov

Project Name: Town of Gilbert Native American Management Internship

In 200 words or less, please provide a brief description of the project submitted to the 12% SRPMIC Grant program.

In 2013, the Town of Gilbert created the Native American Management Internship for students pursuing a Bachelor's or Master's in Public Administration/Public Policy, American Indian studies or a related field. The program is designed for students who are interested in a career in public service to Native American communities, governments or organizations upon graduation.

The internship provides a rigorous learning experience, exposing students to a broad range of services, activities, and issues relevant to managing government operations while simultaneously enriching and supporting Gilbert initiatives. Students are provided with an opportunity to gain exposure to innovative practices by providing direct service to the community, attending town-related events, Council, senior staff and internal and external professional meetings. Additionally, selected candidates interact directly with the Town Council and government officials, including the Town Manager and Executive Team. Imparting skills related to strategic thinking, problem-solving, diplomacy, innovation and efficiency is a key desired outcome of the program.

Early recruitment of eligible students for the 2015 Fall, 2016 Spring and 2016 Summer semesters is critical to the continued success of the Native American Management Internship program. Funding is requested at this time in order to commit to offering the internship in these upcoming semesters.

Beginning Date of Project: July 1, 2015

End Date of Project: May, 2016

Geographic Area to be served: Gilbert, AZ

**\*\* Attach Detailed Budget\*\***

Amount of Total Project: **\$20,000**

Amount of 12% Request: **\$20,000**  
(No Multi-Year Request will be accepted)

If the Amount of funding received is less than the amount needed for the project, do you have other funds to complete the project? (Please Explain):

If a full award is not granted, every effort would be made to explore other revenue sources in order to continue the program and/or we would reduce the number of candidates awarded from three to two per year.

If you receive SRPMIC 12 % funding, will it be spent (Check One):

Monthly

List of SRPMIC 12% funds you have received in the past and a list of other 12 % grants funding you are seeking from other Tribal Governments for the 2015-2016 12% cycle.

Gilbert was awarded funds for the Native American Management Program from SRPMIC during the 2014-2015 cycle. We have not applied to any other tribal governments for 12% grants associated with this program.

List any other funds you have received from the SRPMIC and identify the source:

In 2013, the Town of Gilbert received \$6500 as a donation from SRPMIC to the Native American Management Internship.

Funding for project/programs may be based on available funding. As such, if funding were not available for the full the amount of request how would you prioritize funding.

- 1) \$15,000 for stipend (we could reduce to \$10,000 and offer to two students-only)
- 2) \$4,500 for hardware, software and phone

Which municipal governmental entity will serve as your pass through or accept 12% funds on your behalf?  
The Town of Gilbert

By execution of the 12% Gaming Contribution Grant Application the undersigned agrees that the information contained in the Application is true to the best of the Applicants knowledge. The Applicant shall notify the SRPMIC if any information in this Application changes.

---

John W. Lewis, Mayor

Date

The Application shall be signed by the senior elected official of the local government, or in the case of a non-profit entity, the Chief Executive Officer authorizes to commit the non-profit entity to apply for, accept, and implement an award from the SRPMIC utilizing 12% Gaming Contributions.



## Budget Detail for Town of Gilbert Native American Management Internship Program

	Internship Student 1	Internship Student 2	Internship Student 3	TOTAL
Operating Expenses	2250.00	2250.00		\$4,500.00
Stipend Pay	5000.00	5000.00	5000.00	\$15,000.00
Other	166.00	166.00	166.00	\$498.00
<b>TOTAL</b>				<b>\$19,998.00</b>

### Definitions

Operating Expenses:	Telephone, laptop computer and mandatory software licenses. **The Town has a licensing agreement with Microsoft which requires the purchase of certain licenses for computers purchased and added to the existing fleet. Includes: 14.1" laptop, 20" LCD Monitor, docking station, 4GB RAM, integrated video card, DVD burner, USB keyboard and mouse and licensing agreements. Operating costs are provided for only two students as it is anticipated no more than two students would participate in the internship program at the same time.	4500.00
Stipend Pay	It is anticipated we could attract three qualified candidates to the Native American Management Internship Program for the full calendar year. Each student would receive a stipend of \$15/hour in exchange for learning and service at an average of 19 hours per week. The regular spring and fall semesters average 17 weeks. Thus, the anticipated stipend cost per student would equal approximately \$5,000. Summer fellowships and other work-learning opportunities/arrangements for Native American students may also be considered in order to fulfill the objectives of the program.	15000.00
Other	Students learning and working in this executive level environment will most likely have the opportunity to attend and/or participate in numerous events relevant to serving in an upper management position in government, including luncheons, receptions, seminars and conferences. We have estimated the minimum cost, including travel and registrations, to be approximately \$166 per student.	500.00

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE SALT RIVER PIMA MARICOPA INDIAN COMMUNITY  
AND  
THE TOWN OF GILBERT**

This Intergovernmental Agreement ("Agreement") is entered into by and between the Salt River Pima-Maricopa Indian Community ("SRPMIC"), a Federally-Recognized Indian Tribe, and the Town of Gilbert ("Gilbert" or "Town of Gilbert"), an Arizona municipal corporation, pursuant to Section 12 Payment of Regulatory Costs; Tribal Contributions ("Section 12") of the SRPMIC and State of Arizona Gaming Compact 2002 ("Compact") and Article VII, § 1(h) of the SRPMIC Constitution and A.R.S. §5- 601.02.

**RECITALS**

1. The SRPMIC and the Town of Gilbert may enter into an agreement with one another for the distribution of a portion of 12% of the SRPMIC annual contribution ("Contribution") under Section 12 of the Compact to cities, towns, or counties that benefit the general public or promote commerce and economic development and pursuant to A.R.S. §5-601.02.
2. The SRPMIC is authorized by Article VII, Section 1(h) of the Constitution of SRPMIC to consult, negotiate, contract and conclude and perform agreements with Federal, state, local governments and Indian Tribes, as well as any person, association, partnership, corporation, government or other private entity.
3. The Town of Gilbert is authorized by A.R.S. § 11-951 through § 11-954, to enter into agreements for the purpose of accepting distributions to cities for governmental services that benefit the general public.
4. The SRPMIC desires to convey to the Town of Gilbert a portion of its annual 12% local revenue-sharing contribution ("Contribution") required to be paid to local governments.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, and the covenants and promises set forth below, the SRPMIC and the Town of Gilbert hereby mutually agree as follows:

**AGREEMENT**

1. **Purpose.** The purpose of this Agreement is to set forth the rights and responsibilities of the parties with respect to the payment and distribution of the Contribution(s), as hereinafter defined.



**2. Contribution:**

\$ 20,000.00 to the Town of Gilbert Native American Management Internship

**3. Payment and Use of Funds.**

- a. Use of Funds for Purposes Other Than to Fulfill Agreement and Funding Agreement. The Town of Gilbert shall use the Contribution only for the express purpose contained herein.
- b. Inspection and Audit. To ensure compliance with this Agreement, the SRPMIC hereby reserves the right to inspect any and all records maintained by the Town of Gilbert with respect to this transaction upon seven (7) days prior, written notice to the Town of Gilbert. The Town of Gilbert shall allow the SRPMIC reasonable access to the records pertaining thereto. This section shall survive termination, cancellation, or revocations, whether whole or in part, of this Agreement for a period of one (1) year following the date of such termination, cancellation, or revocation.

**4. Management of the Project.**

- a. Disbursing Contributions and Recordkeeping. The Town of Gilbert shall have responsibility for disbursing the Contributions to the recipients in amounts consistent with this Agreement. Within a reasonable time following receipt of the Contributions from the SRPMIC, the Town of Gilbert shall distribute the Contributions in accordance with applicable Town of Gilbert policies and procedures governing the disbursement of funds. The Town of Gilbert shall keep and maintain records relating to the disbursements and this Agreement.
- b. Responsibilities of the Town of Gilbert Following Disbursement of Contributions. The parties agree that the Town of Gilbert is merely acting as a conduit for distribution of funds to the recipients that are not departments, agencies or offices of the Town of Gilbert ("non-Town recipients"). Upon distribution of the Contributions to the non-Town recipients as specified in Section 2 of this Agreement, the Town of Gilbert shall have no further responsibility to the SRPMIC with respect to such funds or the use thereof by the non-Town recipients. Therefore, upon the Town of Gilbert's payment of the Contributions to the non-Town recipients as provided in Section 2, the SRPMIC shall release the Town of Gilbert from any and all claims, demands, debts, liabilities, or obligations that may arise in the event that the non-Town recipients fail for any reason to expend the Contributions in accordance with Section 2. The SRPMIC further agrees that the Town of Gilbert shall have no obligation to reimburse the SRPMIC the amount of the Contributions for any

reason after the Town of Gilbert disburses the Contributions to the non-Town recipients and that the SRPMIC shall look solely to the non-Town recipients for repayment of the Contributions in the event the Contributions are not used for the intended purposes.

5. **Notices.** Any notice, communication or modification shall be given in writing and shall be given by registered or certified mail or in person to the following individuals. The date of receipt of such notices shall be the date the notice shall be deemed to have been given.

For the SRPMIC:

Delbert Ray, President  
Salt River Pima Maricopa Indian Community  
10005 E. Osborn Road  
Scottsdale, Arizona 85256

For the Town of Gilbert:

Patrick Banger  
Town of Gilbert  
50 E. Civic Center Dr.  
Gilbert, Arizona 85296

6. **Transactional Conflict of Interest.** All parties hereto acknowledge that this Agreement is subject to cancellation by the Town of Gilbert pursuant to the provisions of Section 38-511, Arizona Revised Statutes.
7. **Term and Termination of Agreement.**
- a. Effective Date. This Agreement shall be effective on the date it is signed by the SRPMIC authorized representative.
- b. Term. This Agreement shall commence upon the Effective Date and shall terminate when the Contribution has been received and fully disbursed by the Town of Gilbert, as specified in Section 2 of this Agreement.
8. **Indemnification.**
- a. Indemnification. Each party (as "Indemnitor") shall indemnify, defend, and hold harmless the other party (as "Indemnatee"), its governing body, officers, departments, employees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liens, losses, fines or penalties, damages, liability, interest, attorneys, consultants and accountant fees or costs and expenses of whatsoever kind and nature (collectively referred to as "Claims"), but only to the extent that such

Claims which result in vicarious/derivative liability to the Indemnitee resulting from or arising out of the negligence or willful misconduct of its employees or agents in performing the duties set forth in this Agreement.

- b. Severability. This section shall survive termination, cancellation, or revocation whether whole or in part, of this Agreement for a period of one (1) year from the date of such termination, cancellation or revocation unless a timely claim is filed under A.R.S. § 12-821.01, in which case this paragraph shall remain in effect for each claim and/or lawsuit filed thereafter, but in no event shall this paragraph survive more than five (5) years from the date of termination, cancellation or revocation of this Agreement.

**9. Interpretation of Agreement.**

- a. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.
- b. Amendment. This Agreement shall not be modified, amended, altered, or changed except by written agreement signed by both parties.
- c. Construction and Interpretation. All provisions of this Agreement shall be construed to be consistent with the intention of the parties as expressed in the recitals contained herein.
- d. Relationship of the Parties. Neither party shall be deemed to be an employee or agent of the other party to this Agreement.
- e. Days. Days shall mean calendar days.
- f. Severability. In the event that any provisions of this Agreement or the application thereof is declared invalid or void by statute or judicial decision, such action shall have no effect on other provisions and their application which can be given effect without the invalid or void provision or application, and to this extent the provisions of the Agreement are severable. In the event that any provision of this Agreement is declared invalid or void, the parties agree to meet promptly upon request of the other party in an attempt to reach an agreement on a substitute provision.

**10. Non-Waiver of Sovereign Immunity.** Nothing in this Intergovernmental Agreement shall be construed to waive the Sovereign Immunity of the SRPMIC.

IN WITNESS WHEREOF, the Town of Gilbert has caused this Intergovernmental Agreement to be approved by the Town of Gilbert Council, executed by its Mayor and attested to by its City Clerk, pursuant to the above stated powers and authority, and the SRPMIC has caused this Intergovernmental Agreement to be executed by the SRPMIC Council and attested to by its President.

This Agreement is effective upon signature of a duly appointed representative of the Salt River Pima-Maricopa Indian Community.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

SALT RIVER  
PIMA-MARICOPA INDIAN  
COMMUNITY,  
a Federally Recognized Indian Tribe:

TOWN of Gilbert, an Arizona  
Municipal Corporation:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Delbert Ray

Name: John W. Lewis

Its: President

Its: Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Name  
City Clerk

### **APPROVAL OF SPRMIC ATTORNEY**

The undersigned attorney acknowledges that s/he has reviewed the above Agreement on behalf of the Salt River Pima-Maricopa Indian Community, and has determined that this Agreement is in proper form and that execution hereof is within the powers and authority granted under the Constitution of the Salt River Pima-Maricopa Indian Community, Article VII, §1(h). This acknowledgement shall not constitute nor be construed as a waiver of the Sovereign Immunity of the Salt River Pima-Maricopa Indian Community.

\_\_\_\_\_  
General Counsel

\_\_\_\_\_  
Date

### **APPROVAL OF CITY ATTORNEY**

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges that (i) s/he has reviewed the above Agreement on behalf of the Town of Gilbert and (ii) as to the Town of Gilbert only, has determined that this Agreement is in proper form and that execution hereof is within the powers and authority granted under the laws of the State of Arizona.

By:\_\_\_\_\_

\_\_\_\_\_  
Date



## Council Communication

**TO:** Honorable Mayor and Councilmembers

**FROM:** Tom Condit, PE, Development Engineer, 503-6815

**MEETING DATE:** May 14, 2015

**SUBJECT:** Grant - Request to accept SRP Aesthetics Program Funding for an electrical undergrounding project located at Baseline Road and the Eastern Canal.

**STRATEGIC INITIATIVE:** Community Livability

This project improves Gilbert's Livability by providing a more attractive and aesthetically pleasing environment.

### **RECOMMENDED MOTION**

A motion to accept SRP Aesthetics Program Funding for an electrical undergrounding project located at Baseline Road and the Eastern Canal, and authorize the Mayor to sign the associated Aesthetic Program Funding Agreement. Contract Number 2015-2106-0713.

### **BACKGROUND/DISCUSSION**

Gilbert participates in Salt River Project's (SRP) Municipal Aesthetics Program, which was implemented in 1989 and provides Gilbert and other municipalities with an annual funding allocation as defined in their Program Guidelines. Numerous facilities in Gilbert are eligible to receive funding through this program, including: 1) the undergrounding of electrical distribution lines; 2) the construction of walls, gates, driveways and landscaping around SRP substations and other facilities; and 3) the construction of trail projects on SRP-owned canals.

The project requested for approval is Contract Number 2015-2106-0713, SRP Project 1432, *The Falls Gilbert Conversion (Baseline and Eastern Canal)*. This project would be completed by SRP in conjunction with the associated "Falls Event Center" private development project, which will relocate / underground all of the 12-kV distribution lines adjacent to their property. Once the Falls Event Center is completed, the three (3) remaining overhead poles crossing the Eastern Canal will be the only overhead electrical wires on the south side of Baseline Road, between Greenfield and Higley. SCOPE: Remove one (1) span of overhead feeder conductor and feeder



tie to underground at the Eastern Canal crossing on the south side of Baseline Road. SRP will remove approximately 170 feet of overhead feeder conductor, one (1) overhead switch, two (2) feeder risers, three (3) wood poles, and two (2) guy wires. Estimated cost (subject to revision after final design): \$106,000.

The Funding Agreement was reviewed for form by Attorney Jack Vincent.

### **FINANCIAL IMPACT**

As of April 21, 2015, Gilbert has an available Aesthetics Program fund balance of \$582,841, with their next annual funding allocation to the Town of Gilbert in June, 2015. Should this Funding Agreement be approved by Council this evening, the Aesthetics Allocation required would be \$106,000, and our Aesthetics Program balance will be reduced to \$476,841. The project budget and accounting are administered by SRP and therefore this project is not included in the current year budget or proposed FY 2016 budget.

The financial impact was reviewed by Cris Parisot in the Office of Management and Budget.

### **STAFF RECOMMENDATION**

Staff recommends approval of this Funding Agreement.

Respectfully submitted,

Tom Condit, PE  
Development Engineer

**Approved By**

Kenneth Morgan  
Jack Vincent  
Cris Parisot

**Approval Date**

5/5/2015 9:40 AM  
5/5/2015 11:13 AM  
5/5/2015 4:48 PM



P. O. Box 52025  
Phoenix, AZ 85072-2025  
(602) 236-5900  
www.srpnet.com

April 27, 2015

Tom Condit  
Town of Gilbert  
90 E Civic Center Drive  
Gilbert, AZ 85296

File No.: PSG-103.10.09  
Ref. No.: MAPE-1432

**SUBJECT: THE FALLS GILBERT CONVERSION (BASELINE AND EASTERN CANAL) –  
AESTHETICS CONCEPTUAL COST ESTIMATE**

Dear Tom,

Per your email request dated April 9, 2015 SRP has prepared an Aesthetics Conceptual Cost Estimate to bury the existing 12kV overhead crossing of the Eastern Canal along the south side of Baseline Road. This work will be done in conjunction with a developer project "The Falls Event Center" that will convert the overhead facilities west of the canal.

**JOB SCOPE:**

**Underground Conversion:** SRP to construct underground approximately 100 feet of standard UTP trench, approximately 150 feet encased bore with six (6) 3" conduit racked and encased, approximately 900 feet of 750A feeder conductor with terminations, one (1) 5'x3' pullbox, three (3) 750A feeder splices at pullbox, cut and repair asphalt at bike path Eastern Canal, and two (2) pad mounted Switch cabinets. Cost estimate assumes SRP has prior rights on all facilities.

**Overhead Removal:** Remove one (1) span of overhead feeder conductor and feeder tie to underground at Eastern Canal crossing on the south side of East Baseline Road. SRP to remove approximately 170 feet of overhead feeder conductor, one (1) overhead switch, two (2) feeder risers, three (3) wood poles, and two (2) guy wires.

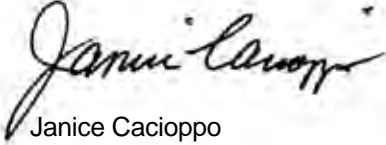
**COSTS:**

SRP REF #	JOB SCOPE	COSTS
T2074523	Trench/Conduit	\$ 38,000
	Electrical	\$ 52,400
	Underground Subtotal	\$ 90,400
T2074521	Overhead Removal	\$ 15,600
<b>TOTAL COST ESTIMATE</b>		<b>\$ 106,000</b>

This Conceptual Cost Estimate is valid through **August 25, 2015**. Please sign and return the attached Aesthetics Funding Agreement to me.

Please contact me at (602) 236-3735 or at Janice.Cacioppo@srpnet.com if you have any questions regarding the Aesthetics funding.

Sincerely,

A handwritten signature in black ink, appearing to read "Janice Cacioppo". The signature is fluid and cursive, with a small star-like mark above the final "o".

Janice Cacioppo  
Municipal Aesthetics Program Administrator

Sent via email

c: V Silvestro  
D Terry  
File



April 27, 2015  
File No.: PSG-103.10.09  
Ref No.: MAPE-1432

**MUNICIPAL AESTHETICS PROGRAM  
FUNDING AGREEMENT**

☒ **CONCEPTUAL ESTIMATE**    ☐ **DEFINITIVE COSTS**    ☐ **REVISED COSTS**

**PROJECT NAME:**    **THE FALLS GILBERT CONVERSION (BASELINE AND EASTERN CANAL)**

**MUNICIPALITY PROJECT #:**

**ESTIMATE DATE:**    **4/27/15**

**VALID THROUGH:**    **8/25/15**

SRP REF #	JOB SCOPE	SRP TRENCH/CONDUIT	MUNICIPALITY TRENCH/CONDUIT
T2074523	Trench/Conduit	\$ 38,000	\$ -
	Electrical	\$ 52,400	\$ 52,400
	Underground Subtotal	\$ 90,400	\$ 52,400
T2074521	Overhead Removal	\$ 15,600	\$ 15,600
<b>TOTAL COST ESTIMATE</b>		<b>\$ 106,000</b>	<b>\$ 68,000</b>

**CONDITIONS:**

- This estimate is valid for 120 days from the date of this agreement after which a revised cost may be determined.
- A Definitive Cost will be sent to the Municipality upon design completion.
- SRP reserves the right to adjust the estimate to reflect current costs.
- The Municipality's SRP Municipal Aesthetics allocation exposure for this project will not exceed actual costs incurred by SRP.
- Any future relocation of the facilities associated with this project will be at the cost of those other than SRP, including use of SRP Municipal Aesthetics funds.
- Construction will be done during normal SRP work hours unless otherwise agreed to.
- Lane closures that do not impede the normal workflow of traffic will be allowed unless otherwise agreed to.

**Power Projects:**

- As a condition of the use of SRP Aesthetics funds the Municipality is required to provide SRP with a land right that is acceptable to SRP for all relocated and new facilities installed on Aesthetics projects.
- If the Municipality requires any additional conduits be placed in the trench an agreement must be in place with SRP prior to the start of construction.
- If applicable, Telco and CATV will be offered a joint trench opportunity per existing agreements. Joint trench costs for other utilities are not fundable through the SRP Municipal Aesthetics Program.
- Municipality streetlight requirements, if applicable, will be provided early in the design process. Streetlight pole installation and connection costs are the responsibility of the Municipality.

**Trench Provider:**    SRP \_\_\_\_\_ Municipality \_\_\_\_\_ **(please initial choice of provider)**

**Municipality:**    **TOWN OF GILBERT**

**Print Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Approved:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Signature

**Declined:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Signature

Please sign and email Funding Agreement to: Janice.Cacioppo@srpnet.com





## Council Communication

**TO:** Honorable Mayor and Councilmembers

**FROM:** Ramon Arenas, Deputy Chief, 503-6165

**MEETING DATE:** May 14, 2015

**SUBJECT:** Renewal of Intergovernmental Agreement # 2014-3002-0304 with the Town of Queen Creek for Fire Support Services.

**STRATEGIC INITIATIVE:** Community Livability

The Intergovernmental Agreement provides Queen Creek, who also serves Gilbert under the Regional Automatic-Aid Agreement, with fire support goods and services.

### **RECOMMENDED MOTION**

A motion to renew Intergovernmental Agreement # 2014-3002-0304 with Town of Queen Creek for fire support services for a term of one year, and to authorize the Mayor to execute the required documents.

### **BACKGROUND/DISCUSSION**

The Town of Gilbert has been providing fire support services to the Town of Queen Creek Fire Department since it was formed in 2008. The most recent intergovernmental agreement was entered into as of July 1, 2014 for a period of one year with the ability to renew annually for a period of five years. The major services provided to Queen Creek are fleet maintenance and repairs, personal protective equipment repairs and cleaning, and warehouse distribution services. The Queen Creek Fire Department has developed to a point that it has become less dependent on personnel services. The attached renewal agreement represents a continuation of Gilbert's relationship with Queen Creek for fire support services.

### **FINANCIAL IMPACT**



Exhibit “A” reflects the internal service rates for full cost recovery for goods and services that will be provided during fiscal year 2016.

Financial impact section reviewed by Laura Lorenzen, Management and Budget Analyst.

**STAFF RECOMMENDATION**

Staff recommends renewal of Intergovernmental Agreement # 2014-3002-0304 for Support Services with the Town of Queen Creek for a term of one year beginning July 1, 2015.

Respectfully submitted,

Ramon Arenas  
Deputy Chief

**Approved By**

Jim Jobusch  
Michael Hamblin  
Laura Lorenzen

**Approval Date**

5/4/2015 6:40 AM  
5/4/2015 7:32 AM  
5/4/2015 9:29 AM

RENEWAL OF GILBERT  
CONTRACT 2014-3002-0304

WHEREAS, the Town of Gilbert, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona, hereinafter referred to as “Gilbert” and the Town of Queen Creek hereinafter designated as “Queen Creek” entered into an Intergovernmental Agreement (IGA) for Support Services between the Town of Gilbert and the Town of Queen Creek dated July 1, 2014; and

WHEREAS, Gilbert and Queen Creek have mutually agreed to renew the Intergovernmental Agreement (IGA) for a term and fees specified below;

NOW, THEREFORE, the parties agree as follows:

1. The IGA for Support Services between the Town of Gilbert and the Town of Queen Creek entered into by Gilbert and Queen Creek on July 1, 2014, is renewed for a period of one (1) year(s) commencing July 1, 2015 and continuing through June 30, 2016 (“the Renewal Term”).
2. The IGA fees for the Renewal Term shall be the current fees, as set forth in Exhibit A.
3. All other provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

Town of Gilbert,  
An Arizona Municipal Corporation

Town of Queen Creek,  
An Arizona Municipal Corporation

\_\_\_\_\_  
John W. Lewis, Mayor

\_\_\_\_\_  
Gail Barney, Mayor

ATTEST:

ATTEST:

\_\_\_\_\_  
Catherine A. Templeton,  
Gilbert Town Clerk

\_\_\_\_\_  
Jennifer Robinson  
Queen Creek Town Clerk

APPROVED AS TO FORM: The undersigned attorneys acknowledge that they have reviewed the above agreement on behalf of Gilbert and Queen Creek, and have determined that this Agreement is in proper form and is within the powers and authority granted to Gilbert and Queen Creek under the laws of the State of Arizona.

---

L. Michael Hamblin  
Gilbert Town Attorney

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Queen Creek Town Attorney

## **EXHIBIT A**

### **IGA FEES FOR RENEWAL TERM FY16**

#### **Apparatus Maintenance and Repair**

- Internal Rate: \$79.50 per hour;
- Parts: cost+ 26% handling fee
- Outside vendor: Invoice + 5% to a maximum of \$200.00
- Reserve Apparatus Rental \$17.63 per hour (4 hour minimum)

#### **Equipment Maintenance and Repair: Radios, Turnouts, SCBA's, In-vehicle Mobile Computers Systems and associated hardware.**

- Internal Rate: \$79.50 per hour
- Parts: cost + 26% handling fee
- Outside vendor: Invoice + 5% to a maximum of \$200.00

#### **Supplies/Equipment Purchase**

- Internal Rate: \$79.50 per hour
- Supplies & Equipment: Cost+ 26% handling fee
- Outside vendor: Invoice + 5% to a maximum of \$200.00

#### **Station Delivery**

- Internal Rate: \$79.50 per hour

#### **Hospital EMS Equipment Retrieval**

- 16.6% of monthly outside vendor invoice + 5%

#### **Training Services**

- Actual Loaded Costs
- Supplies: Cost + 26% handling fee

#### **EMS Coordinator Services**

- Actual Loaded Costs
- Supplies: Cost + 26% handling fee

#### **Fire Investigator**

- Fire Investigator- Actual Loaded Costs

#### **Administrative Fee**

- 10.6%



## Council Communication

**TO:** Honorable Mayor and Councilmembers

**FROM:** Melanie Dykstra, Management Support Analyst, 503-6330

**MEETING DATE:** May 14, 2015

**SUBJECT:** Maricopa County Library District Library Assistance Program

**STRATEGIC INITIATIVE:** Community Livability

Providing accessible educational and literary materials to the Gilbert citizens enhances Community Livability.

### **RECOMMENDED MOTION**

Motion to approve first amendment to the Intergovernmental Agreement between the Maricopa County Library District and the Town of Gilbert for the Library Assistance Program Contract #2013-5007-0352 & C-65-14-002-M-00m, and authorize the Town Manager to sign the required documents.

### **BACKGROUND/DISCUSSION**

The Maricopa County Library District (MCLD) began the Library Assistance Program (LAP) in FY2012. The LAP program offered by the Maricopa County Library District assists public libraries within Maricopa County by purchasing library materials for their collections. This is done by allocating a dollar amount to each eligible system for the purchase of materials. The allocation of funds is based on primary assessed value and gross non-resident cards issued.

The Library Systems select up to 2 library material vendors for physical and/or electronic materials with the County's vendors and an account is set up in the municipalities name with a do not exceed amount (their allocation). The library systems order the materials and receive them. When they notify the Library District of the receipt of the materials (signed packing slips), the District pays the invoices directly. It is an annual program and all funds must be spent within the time frame allotted during the fiscal year; any allocation remaining is retained by the County.

Under the proposed Library Materials Assistance IGA, the library district will make an allotment to the Town based on the percentage of the assessed valuation from the preceding February State Abstract and on the percentage of gross cards issued to Non-Residents of the Town per the latest completed calendar year. Due to Prop 117 changing the Library District tax to be calculated on the Primary Assessment, the assessed valuations will now be based on the Primary Net assessed value as opposed to the secondary net assessed valuation. The assessed value allocation will be 40% of the total and the cards issued will be 60% of the total.

The total budget is estimated at \$2,600,000 with \$1,040,000 (40% of total budget) allocated by assessed valuation percentage and \$1,560,000 (60% of total budget) allocated by gross eligible non- resident cards issued. This is approximately the same amount of funding as last year. The budget is determined from net MCLD proceeds, support from general funds by the County and negotiations.

For Gilbert, cards used by non-residents decreased by 2,687 from last year. The resulting 10.99% share of the allocation based on cards issued is \$171,398, a decrease of \$31,511. The assessed valuation, now based on primary assessment not secondary assessment, went up to 6.4662% for a share of \$67,248 which is an increase of \$1,432. Overall, total RBP cards issued were down just over 1% and Gilbert was one of 4 communities with a greater level of decrease. The proposed library assistant program fiscal support is estimated at \$238,646.

The term will be for three years, from July 1, 2015 through June 30, 2018. However, the allocation amount is subject to change each year based on the total budget available.

The Contract was reviewed for form by Michael Hamblin, Town Attorney.

### **FINANCIAL IMPACT**

The total revenue of the Library Assistance Program for 2015-2016 is anticipated to be approximately \$238,646 based on 40% Assessed and 60% Gross non-resident cards issued. These funds will not be received by Gilbert as revenue but will be utilized to purchase library materials from a county vendor and have the invoices paid directly by the county from the allocated funds.

If council does not approve, the Town of Gilbert would not be eligible for funds to purchase library materials.

The financial impact was reviewed by, Laura Lorenzen, Management and Budget Analyst.

### **STAFF RECOMMENDATION**

Staff recommends approval of the Library Assistance Program IGA between the Maricopa County Library District and the Town of Gilbert and the authorization for the Town Manager to sign the required documents.



Respectfully submitted,

Melanie Dykstra  
Management Support Analyst

**Approved By**

Rod Buchanan  
Michael Hamblin  
Laura Lorenzen

**Approval Date**

4/30/2015 6:48 PM  
5/4/2015 8:49 AM  
5/1/2015 12:11 PM

FIRST AMENDMENT TO  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE  
MARICOPA COUNTY LIBRARY DISTRICT  
AND THE TOWN OF GILBERT  
FOR  
THE LIBRARY ASSISTANCE PROGRAM

Agenda # C-65-14-002-M-01

THIS FIRST AMENDMENT ("Amendment") TO INTERGOVERNMENTAL AGREEMENT C-65-14-002-M-00, that was effective July 1, 2013, by and between the Town of Gilbert ("Town") and the Maricopa County Library District ("Library District"), with reference to the following facts:

RECITALS

WHEREAS A.R.S. §§ 48-3901 and 11-903 allow a Town to elect to become a part of, or participate in a county library district, which is a political taxing subdivision of this state for purposes of providing library services to district residents;

WHEREAS the Town is a member of the Library District program and wishes to participate in the Library Assistance Program of the Library District;

WHEREAS, pursuant to its charter and A.R.S. § 9-411 et seq., the Town has established and provided for a Town library and library facilities and services which are owned and funded by the Town and its governing body;

WHEREAS, the Library District has established a Library Assistance Program for the benefit of its members in order to expand the availability of Library Services;

WHEREAS, the Town and the Library District are authorized to act and enter into this intergovernmental agreement regarding the Library Assistance Program pursuant to A.R.S. § 11-952; and

WHEREAS the Town wishes to have its municipal library participate and benefit from the Library Assistance Program by purchasing library materials in an amount to be determined based on the percentage of assessed valuation and the percentage of cards issued for the use of its library and library services by Non-Residents of the Town who are entitled to the benefits of the Maricopa County Library District.

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, the parties agree as follows:

AMENDMENTS

- 1.1. The Term for services under this Agreement shall be amended to: July 1, 2015 to June 30, 2018.
- 1.2. Section II, paragraph 3 of the original agreement shall be amended to require the assessed valuation allocation to be based on the primary net assessed value for all participating municipal libraries as opposed to secondary net assessed valuation.
- 1.3. All other terms and conditions of the IGA shall remain in full force and effect.

IN WITNESS WHEREOF, the TOWN OF GILBERT and the MARICOPA COUNTY LIBRARY DISTRICT have executed this Agreement effective on the date first above written.

TOWN OF GILBERT

MARICOPA COUNTY LIBRARY DISTRICT

By: \_\_\_\_\_  
Town Manager  
Town of Gilbert

By: \_\_\_\_\_  
Chairman, Board of Directors  
Maricopa County Library District

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Town Clerk Date

By: \_\_\_\_\_  
Clerk of the Board Date

The foregoing Agreement has been reviewed by the undersigned counsel who has determined that it is in proper form and within the power and authority granted under the laws of the State of Arizona.

By: \_\_\_\_\_  
Attorney Date  
Town of Gilbert

By: \_\_\_\_\_  
Attorney Date  
Maricopa County Library District

## LIBRARY ASSISTANCE PROGRAM FISCAL YEAR 2016

### FY 2016 Allocation based on 40% Assessed Valuation Share and 60% Gross Non-Resident Cards Issued

*Calculations Based on February 2015 State Abstract of Assessed Valuations and Latest completed calendar year (2014) non-resident gross cards issued*

*Due to Prop 117 changing the Library District tax to be calculated on the Primary Assessment, the assessed valuations are now based on Primary Net*

City	40% Assessed Valuation Allocation	60% Gross Cards Issued Allocation	Total Allocation
Avondale	12,287	86,695	<b>98,982</b>
Buckeye	11,668	11,255	<b>22,923</b>
Cave Creek(Desert Foothills)	4,501	66,604	<b>71,105</b>
Chandler	86,750	145,967	<b>232,717</b>
Gilbert	67,248	171,398	<b>238,646</b>
Glendale	41,144	115,184	<b>156,328</b>
Mesa	100,505	156,558	<b>257,063</b>
Peoria	42,930	86,846	<b>129,775</b>
Phoenix	385,453	276,931	<b>662,384</b>
Scottsdale	188,106	134,574	<b>322,680</b>
Surprise	32,406	88,099	<b>120,505</b>
Tempe	58,087	187,077	<b>245,164</b>
Tolleson	6,023	24,365	<b>30,388</b>
Wickenburg	2,164	2,808	<b>4,972</b>
Youngtown	729	5,640	<b>6,369</b>
TOTAL:	1,040,000	1,560,000	<b>2,600,000</b>



## Council Communication

**TO:** Honorable Mayor and Councilmembers

**FROM:** Jessica Marlow, Water Manager, 480-503-6470

**MEETING DATE:** May 14, 2015

**SUBJECT:** Contract for Engineering Services for the Santan Vista Water Treatment Plant Expansion WA070

<p><b>STRATEGIC INITIATIVE:</b> Infrastructure</p>
--

### **RECOMMENDED MOTION**

A motion to approve contract between the Town of Gilbert and Black & Veatch for Engineering Services for Phase 2 of the Santan Vista Water Treatment Plant, with the initial authorization for not to exceed \$600,000, effective upon award and terminating June 30, 2018, and authorize the mayor to execute the required documents.

### **BACKGROUND/DISCUSSION**

Town Council approved the FY 2015-2019 Capital Improvement Plan, which called for the expansion of the Santan Vista Water Treatment Plant. Engineering services work in an initial not to exceed amount of \$600,000 is authorized to begin in Fiscal Year 2015. Additional fees above \$600,000 for detailed design will be brought forward to Council for approval at a future meeting.

This engineering services contract provides for preliminary work to review and evaluate the processes at the existing facility, and to begin work on the Basis of Design Report for the expansion project. The following items are included in the 1st phase of work to be completed under this contract:

- Major Facilities Review
- On-site raw water pipeline assessment

- Evaluations of: Microturbine Hydropower, Hydraulics, Computational Fluid Dynamics, Finished Water Storage, Chandler Finished Water Pumping Station, Washwater Equalization Basin, Solids/Residuals Handling, Electrical Power Systems, Asset Management System Integration
- Basis of Design Report Preparation
- Geotechnical Investigation
- Survey and Topographic Drawings
- Other work as needed to facilitate above tasks

A detailed description of the Scope of Work for these Services is attached to the Agreement for Engineering Services. The work we are requesting authorization for is covered under Task 100 – Project Development and Coordination, Task 200 – Basis of Design, and a portion of Task 500 – Project Management.

Additional funds will be requested for Tasks 300, 400 and allowances, which will cover the detailed design of the project, at a future Council meeting in fiscal year 2016, with work being completed under the contract presented here tonight.

The Contract was reviewed for form by Special Council Susan Goodwin.

### **FINANCIAL IMPACT**

The financial impact was reviewed by Cris Parisot, Management & Budget Analyst.

### **STAFF RECOMMENDATION**

Staff recommends approval of motion to approve contract between Gilbert and Black & Veatch for Engineering Services for Phase 2 of the Santan Vista Water Treatment Plant in an amount not to exceed \$600,000, effective upon award and terminating June 30, 2018

Respectfully submitted,

Jessica Marlow  
Water Manager



**Approved By**

Kenneth Morgan  
Jack Vincent  
Cris Parisot

**Approval Date**

5/4/2015 10:19 AM  
5/6/2015 7:36 AM  
5/4/2015 11:46 AM

# **ARCHITECTURAL/ENGINEERING (A/E) SERVICES CONTRACT FOR CONSTRUCTION MANAGER AT RISK (CM@R) PROJECT**

Contract # 2015-7009-0719

THIS CONTRACT is entered into as of this [REDACTED] of [REDACTED], 20[REDACTED], by and between the Town of Gilbert, Arizona, a municipal corporation, hereinafter referred to as “GILBERT” and Black & Veatch Corporation, hereinafter referred to as the “A/E.”

FOR THE PURPOSE of providing professional architectural or engineering services for the Town of Gilbert on the CIP Project WA070 - Santan Vista Water Treatment Plant – Phase II project, hereinafter referred to as the “Project,” GILBERT and A/E do hereby mutually agree to the following:

## **1. SERVICES AND RESPONSIBILITIES**

- 1.1 Retention of the A/E: In consideration of the mutual promises contained in this Agreement, GILBERT engages the A/E to render professional services set forth herein, in accordance with all the terms and conditions contained in this Agreement.
- 1.2 Scope of Services: The A/E shall do, perform and carry out in a satisfactory and proper manner, as determined by GILBERT, the services set forth in this Agreement, including all exhibits (“Services”) as authorized by Paragraph 1.2.1. The specific scope of work for this Project is set forth in Exhibit A. At a minimum, construction documents shall conform to the following standards: (i) all plans (of the same type) shall be drawn at the same scale, (ii) the correct information shall be shown the least number of times, (iii) all plans shall have the same orientation, (iv) consistent terminology shall be used between the plans and specifications, (v) vague notes (such as “see architectural” or “see structural”) shall be avoided and cross references shall be specific, (vi) match line locations shall be consistent in all descriptions, (vii) wall sections on the same sheet shall be shown at relative elevations to each other and (viii) references to “by others” shall be avoided and specific responsibilities shall be set forth. Construction documents shall satisfy all applicable standards of the industry for complete documents necessary to construct a fully operational and functional facility. A/E shall take measures necessary to comply with this requirement prior to final submittal to GILBERT. Incomplete items shall be completed by the A/E at A/E’s cost.
  - 1.2.1 The Services initially authorized are the tasks set forth in Group 100 (Pre-Design Phase) and Group 200 (Basis of Design), provided however, that no Services exceeding Six Hundred Thousand Dollars (\$600,000.00) shall be performed unless funds are authorized by the Town Council of the Town of Gilbert. No additional Services set forth in Exhibit A shall be provided by A/E unless authorized in writing by the PM/CM. Authorization for such additional Services may be withheld for any reason, including but not limited to failure of the Town Council of the Town of Gilbert to authorize funds.
  - 1.2.2 A/E shall be responsible for the professional quality, technical accuracy and the coordination of all studies, reports, projections, master plans, designs, drawings, specifications and other Services furnished by A/E under this Agreement. A/E shall, without additional compensation, correct any errors or omissions in A/E’S studies, reports, projections, master plans, design, drawings, specifications and other Services.

The fact that GILBERT has reviewed or approved A/E's work shall in no way relieve A/E of any of its responsibilities.

- 1.2.3. This Agreement sets forth the construction budget for the Project. A/E shall complete the Construction Documents, such that construction cost of the Project designed by A/E will not exceed the construction budget and shall not proceed from one phase to another unless the budget for the phase is in compliance with the construction budget or any approved revised construction budget. If at any time during the design of the Project it appears the cost of construction may exceed the construction budget, A/E shall immediately notify GILBERT's representative or PM/CM in writing. If the construction budget is exceeded, A/E shall value A/E the Project with the assistance of the PM/CM and CM@R at no additional cost to GILBERT.
- 1.2.4. A/E shall maintain a log of all meetings, site visits or discussions held in conjunction with the Services, with documentation of major discussion points, observations, decisions, question or comments. These shall be furnished to PM/CM for inclusion in the overall Project documentation.
- 1.2.5. All Services performed under this Contract shall be performed by or under the direct supervision of persons licensed in the State of Arizona to perform these Services. The name of each such licensed individual shall be listed on the title sheet of the Plans and Specifications.
- 1.2.6. All designs and specifications prepared by A/E shall comply with applicable engineering and design standards to include, but not be limited to, MAG Standard Details and Specifications (current edition), Town of Gilbert Supplement to the MAG Standard Details and Specifications (current edition), and the Americans with Disabilities Act, as determined by permitting agencies.
- 1.2.7. If A/E provides defective, incomplete, unclear, or uncoordinated documents in preparing the specifications and Contract Documents, all costs of responding to any protest or appeal or of any necessary rebidding will be borne by A/E.

### 1.3 Responsibility of the A/E

- 1.3.1 A/E hereby agrees that the specifications and Contract Documents prepared by A/E will fulfill the purposes of the Project, shall meet all applicable code requirements and shall comply with applicable laws and regulations. In addition, and not as a limitation on the foregoing, such specifications and contract documents and all other documents prepared by A/E shall be prepared in accordance with professional architectural or engineering standards, as applicable. Any review or approval of said specifications and Contract Documents does not diminish these requirements.
- 1.3.2 A/E shall cooperate with Gilberts PM/CM during the design phase in the performance of constructability reviews and value engineering studies. A/E shall incorporate PM/CM's comments into the construction documents at no additional cost to GILBERT; provided however, that if the A/E believes such comments should not be incorporated, A/E shall notify PM/CM of the reason the comments were not

incorporated. Nothing in this paragraph shall authorize PM/CM to design the Project and A/E shall remain solely responsible for the design of the Project.

- 1.3.3 GILBERT's construction budget for this Project is \$71,980,000 per the proposed 2016-2020 CIP. A/E shall tour the Project site and become familiar with existing conditions, including utilities, prior to commencing the Services and notify GILBERT of any constraints associated with the Project site. During design, A/E shall maintain cost controls to deliver the Project within the construction budget. A/E shall complete the Schematic, Design Development, and Construction Documents, such that construction cost of the Project designed by A/E will not exceed the construction budget and shall not proceed from one phase to another unless the budget for the phase in is compliance with the construction budget or any approved revised construction budget. If at anytime during the design of the Project it appears the cost of construction may exceed the construction budget, A/E shall immediately notify GILBERT in writing. If the construction budget is exceeded, A/E shall value engineer the Project at no additional cost to GILBERT. As used herein, "cost of construction" shall mean the total cost or estimated cost to GILBERT of all elements of the Project designed or specified by A/E, but does not include the compensation of the A/E and the A/E's subcontractor or consultants.
- 1.3.4 A/E acknowledges that the Project will be constructed under a Construction Manager at Risk (CM@R) method of project delivery. GILBERT will enter into a contract with a CM@R to provide pre-construction and construction phase services. A/E shall cooperate with the CM@R at all times the CM@R is performing its services under its contracts with GILBERT, including consideration of CM@R's recommendations regarding design and equipment, provided however that A/E shall maintain sole responsibility for the design of the Project. GILBERT will provide A/E with a copy of the contracts with CM@R.
- 1.3.5 A/E shall perform the Services under this Agreement with the assistance of Computer Aided Design Drafting (CADD) Technology. A/E shall deliver to GILBERT, on request, the tape and/or his disc format and the name of the supplier of the software/hardware necessary to use the design file. In order to document exactly what CADD information was given to GILBERT, A/E and GILBERT shall each sign a "hard" copy of reproducible documents that depict this information at that time. GILBERT agrees to release A/E from all liability, damages, and/or for claims that arise due to any changes made to this information subsequent to it being given to GILBERT.
- 1.3.6 A/E shall procure and maintain during the course of this Agreement insurance coverage required by Paragraph 4 of this Agreement.
- 1.3.7 A/E shall designate Dan Meyer, PE as Project Manager and all communications shall be directed to him. Key A/E Personnel are set forth in Exhibit B. "Key Personnel" includes the A/E employee who will place his license number and signature on key documents and those employees who have significant responsibilities regarding the Services and Project. Prior to changing such designation A/E shall first make a written request to and obtain the approval of GILBERT.
- 1.3.8 A/E's subcontractors are set forth in Exhibit B attached hereto and made a part hereof. Any modification to the list of Subcontractors on Exhibit B, either by adding, deleting or changing subcontractors, shall require the written consent of GILBERT.

- 1.3.9 A/E shall obtain its own legal, insurance and financial advice regarding A/E's legal, insurance and financial obligations under this Agreement.
- 1.3.10 A/E shall provide required reports on the progress of the Services and the design budget to GILBERT or, if a separate Construction Manager is retained by GILBERT, then such reports shall be provided to the Construction Manager. A/E shall coordinate its activities with GILBERT's representative and Construction Manager, if any.

#### 1.4 Responsibility of GILBERT

- 1.4.1 GILBERT shall cooperate with the A/E by placing at his disposal all available information concerning the site of the Project, including all previous plans, drawings, specifications, and design and construction standards; assistance in obtaining necessary access to public and private lands; legal, accounting, and necessary permits and approval of governmental authorities or other individuals. GILBERT agrees to obtain its own legal, insurance and financial advice GILBERT may require for the Project.
- 1.4.2 GILBERT shall provide A/E with the budget for the Project in order that preparation of the Contract Documents will be consistent with such budget.
- 1.4.3 GILBERT shall provide A/E with any technical requirements of GILBERT, which shall be incorporated into the specifications and Contract Documents.
- 1.4.4 All communications to GILBERT shall be through its designated PM/CM.

#### 1.5 Schedule of Services: The Schedule of Services is set forth in Exhibit C.

### 2. **CONTRACT TIME AND CONTRACT SUM**

#### 2.1 Contract Time: The Contract Time and any applicable schedule of services are set forth in Exhibit C.

#### 2.2 Contract Sum: The Basis of Compensation to A/E for Services rendered under this agreement is set forth in Exhibit D and as follows:

- 2.2.1 A fee for all approved project labor not to exceed \$Three Million Six Hundred Twenty-Four Thousand Two Hundred Ten dollars (\$3,624,210.00). The labor hours and fee breakdown is indicated in Exhibit D. This breakdown outlines the various positions, billing rates for each position and the estimated hours for each project task for each position during the contract duration.
- 2.2.2 A fee for all approved project expenses not to exceed One Million One Hundred Fifty-Five Thousand Seven Hundred Fourteen dollars (\$1,155,714.00). Allowable reimbursable expenses are indicated in Exhibit D. A/E will not exceed the reimbursable expenses allowance of each line item without prior written authorization.
- 2.2.3 The total cost to GILBERT for the Services described in this Agreement shall not exceed Four Million Seven Hundred Seventy-Nine Thousand, Nine Hundred Twenty-Four dollars (\$4,779,924.00) (sum of labor and expenses) without the written agreement of GILBERT.

- 2.3 Method of Payment: Method of payment shall be set forth in Exhibit D. Payment to be made by GILBERT to A/E for the cost of providing services will be based on monthly invoices which will set forth the hours actually worked during the billing period. The billing rates indicated in Exhibit D-1 will be applied against the actual hours for each position to arrive at the total fee for each month. Reimbursable expenses incurred during the billing period and during previous billing periods and not yet invoiced will be submitted for payment on the monthly invoice along with expense receipts and other acceptable back-up. All payment requests shall be certified by the A/E's Project Manager and shall be accompanied by a progress report indicating the work completed during the previous month(s), including the project progress to date by tasks as a percentage (%) of the total of each individual project task. All invoices shall be for services completed.

### **3. CHANGES TO THE SCOPE OF SERVICES**

Change Orders: GILBERT may, at any time, by written change order, make changes in the Scope of Work. A form of change order is attached hereto as Exhibit E. If A/E believes a change in the Scope of Work has been ordered, A/E shall submit a request for a change order in writing within ten (10) days from the date of receipt by A/E of notice of the change. It is distinctly understood and agreed by the parties that no claim for extra services provided or materials furnished by A/E will be allowed by GILBERT except as provided herein nor shall A/E provide any services or furnish any materials not covered by this Agreement unless GILBERT first approves in writing.

### **4. INSURANCE REPRESENTATIONS AND REQUIREMENTS**

- 4.1 General: A/E agrees to comply with all GILBERT ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of A/E, A/E shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of A-7 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to GILBERT. Failure to maintain insurance as specified may result in termination of this Agreement at GILBERT's option.
- 4.2 No Representation of Coverage Adequacy: By requiring insurance herein, GILBERT does not represent that coverage and limits will be adequate to protect A/E. GILBERT reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve A/E from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
- 4.3 Additional Insured: All insurance coverage and self-insured retention or deductible portions, except Workers Compensation insurance and Professional Liability insurance if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, GILBERT, its agents, representative, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

- 4.4 Coverage Term: All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Agreement is satisfactorily performed, completed and formally accepted by GILBERT, unless specified otherwise in this Agreement.
- 4.5 Primary Insurance: A/E's insurance shall be primary insurance. All insurance, except Workers' Compensation and Professional Liability, shall provide a protection of GILBERT as an Additional Insured.
- 4.6 Claims Made: In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.
- 4.7 Waiver: All policies, except Workers' Compensation Insurance and Professional Liability, shall contain a waiver of rights of recovery (subrogation) against GILBERT, its agents, representative, officials, directors, officers, and employees for any claims arising out of the Services of A/E. A/E shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.
- 4.8 Policy Deductibles and or Self Insured Retentions: The policies set forth in these requirements may provide coverage, which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to GILBERT. A/E shall be solely responsible for any such deductible or self-insured retention amount. GILBERT, at its option, may require A/E to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.
- 4.9 Use of Subcontractors: If any Services under this Agreement are subcontracted in any way, A/E shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting GILBERT and A/E. A/E shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.
- 4.10 Evidence of Insurance: Prior to commencing any Services under this Agreement, A/E shall furnish GILBERT with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by A/E's Insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Acceptance of and reliance by GILBERT on a Certificate of Insurance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. Such Certificate(s) shall identify the Agreement and be sent to the Town Risk Manager. If any of the above cited policies expire during the life of this Agreement, it shall be A/E's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:



4.10.1 GILBERT, its agents, representatives, officers, directors, officials and employees is an Additional Insured as follows:

- A. Commercial General Liability-Under ISO Form CG 20 10 11 85 or equivalent
- B. Auto Liability-Under ISO Form CA 20 48 or equivalent
- C. Excess Liability-Follow Form to underlying insurance

4.10.2 A/E's insurance shall be primary insurance as respects performance of this Agreement.

4.10.3 All policies, except Workers' Compensation and Professional Liability, waive rights of recovery (subrogation) against GILBERT, its agents, representatives, officers, directors, officials and employees for any claims arising out of Services performed by A/E under this Agreement.

4.10.4 Certificate shall cite a thirty (30) day advance notice cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

4.10.5 Project descriptive information including:

- A. Project Name
- B. Project Number
- C. Contract Number

#### 4.11 Required Coverage

4.11.1 Commercial General Liability: A/E shall maintain "occurrence" form Commercial Liability Insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, GILBERT, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured Endorsement form CG 20 10 11 85 or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you". If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

4.11.2 Professional Liability: A/E shall maintain Professional Liability insurance covering errors and omissions arising out of the Services performed by A/E, or anyone employed by A/E, or anyone for whose acts, mistakes, errors and omissions A/E is legally liable, with an unimpaired liability insurance limit of \$1,000,000 each claims and \$2,000,000

all claims. In the event the Professional Liability insurance policy is written on a “claims made” basis, coverage shall extend for three (3) years past completion and acceptance of the Services, and A/E shall be required to submit Certificates of Insurance evidencing proper coverage is in effect as required above.

- 4.11.3 **Vehicle Liability:** A/E shall maintain Business Automobile Liability Insurance with a limit of \$1,000,000 each occurrence on A/E’s owned, hired, and non-owned vehicles assigned to or used in the performance of the A/E’s Services under this Agreement. Coverage will be at least as broad as Insurance Services Office, Inc. coverage code “1” any auto policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of performance of this Agreement, GILBERT, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured under the Insurance Service Offices, Inc. Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.
- 4.11.4 **Workers’ Compensation Insurance:** A/E shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of A/E’s employees engaged in the performance Services under this Agreement and shall also maintain Employer Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

## **5. INDEMNIFICATION**

- 5.1 To the fullest extent permitted by law, A/E, its successors and assigns shall indemnify and hold harmless GILBERT, its officers and employees from and against all liabilities, damages, losses and costs (including reasonable attorney fees and court costs) to the extent caused by the negligence, recklessness or intentional wrongful conduct of A/E or other persons employed or used by the A/E in the performance of this Agreement. A/E’s duty to indemnify and hold harmless GILBERT, its officers and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting there from, caused by A/E’s negligence, recklessness or intentional wrongful conduct in the performance of this Agreement and the negligence, recklessness or intentional wrongful conduct of any person employed by A/E or used by A/E in the performance of this Agreement
- 5.2 Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

## **6. TERMINATION OF THIS AGREEMENT**

- 6.1 **Termination:** GILBERT may, by written notice to the A/E, terminate this Agreement in whole or in part with seven (7) days notice, either for GILBERT’s convenience or because of the failure of the A/E to fulfill his contract obligations. Upon receipt of such notice, the A/E shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to GILBERT copies of all data, drawings, reports, estimates, summaries, and such other

information and materials as may have been accumulated by the A/E in performing this Agreement, whether completed or in process. This Agreement may be terminated in whole or in part by the A/E in the event of substantial failure by GILBERT to fulfill its obligations.

- 6.2 Payment to A/E Upon Termination: If the Agreement is terminated, GILBERT shall pay the A/E for the services rendered prior thereto in accordance with percent completion at the time work is suspended minus previous payments.

## **7. ASSURANCES**

- 7.1 Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the A/E for Services to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the A/E of the A/E's obligations under this Agreement and any Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- 7.2 Examination of Records: The A/E agrees that duly authorized representatives of GILBERT shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the A/E involving transactions related to this Agreement.
- 7.3 Ownership of Document and Other Data: Original documents, such as tracings, plans, specifications, maps, basic survey notices and sketches, charts, computations, and other data prepared or obtained under the terms of this Agreement or any change order are and will remain the property of GILBERT unless otherwise agreed to by both parties. GILBERT may use such documents for other purposes without further compensation to the A/E; however, any reuse without written verification or adaptation by A/E for the specific purpose intended will be at GILBERT's sole risk and without liability or legal exposure to A/E. Any verification or adaptation of the documents by A/E for other purposes than contemplated herein will entitle A/E to further compensation as agreed upon between the parties.
- 7.4 Litigation: Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any damages claimed or portion of the amount payable under this Agreement, that all litigation and collection expenses, witness fees, court costs, and reasonable attorneys' fees incurred shall be paid to the prevailing party.
- 7.5 Independent Contractor: A/E shall be an independent contractor and not an agent of GILBERT and shall direct and supervise the services required by this Agreement and shall be responsible for all means, methods, techniques, sequences and proceedings associated with the Services and shall be responsible for the acts and omissions of its employees, agents and other persons performing any of the Services under a contract with the A/E.
- 7.6 Exclusive Use of Services – Confidentiality: The services agreed to be provided by A/E within this Agreement are for the exclusive use of GILBERT and A/E shall not engage in conflict of interest nor appropriate GILBERT work product or information for the benefit of any third parties without GILBERT consent.

- 7.7 Sole Agreement: There are no understandings or agreements except as herein expressly stated.
- 7.8 Caption: Paragraph captions are for convenience only and are not to be construed as a part of this Agreement; and in no way do they define or limit the Agreement.
- 7.9 Time is of the Essence: The timely completion of the Project is of critical importance to the economic circumstances of GILBERT.
- 7.10 Controlling Law: This Agreement is to be governed by the laws of the State of Arizona.
- 7.11 Immigration Law Compliance Warranty:
- 7.11.1 As required by A.R.S. § 41-4401, A/E hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A/E further warrants that after hiring an employee, A/E verifies the employment eligibility of the employee through the E-Verify program.
- 7.11.2 If A/E uses any subcontractors in performance of the SERVICES, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program.
- 7.11.3 A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. A/E is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. GILBERT at its option may terminate the Contract after the third violation. A/E shall not be deemed in material breach of this Contract if the A/E and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A).
- 7.11.4 GILBERT retains the legal right to inspect the papers of any A/E or subcontractor employee who works on the Contract to ensure that the A/E or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times.
- 7.11.5 If state law is amended, the parties may modify this paragraph consistent with state law.
- 7.12 Equal Treatment of Workers: A/E shall keep fully informed of all federal and state laws, county and local ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the SERVICES. A/E shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring equal treatment for all employees and against unfair employment practices, including the Occupational Safety and Health Administration (“OSHA”) and the Fair Labor Standards Act (“FLSA”). A/E shall protect and indemnify GILBERT and its representatives against any claim or liability arising from or based on the violation of such, whether by A/E or its employees.

- 7.13 Notices: Any notice to be given under this Agreement shall be in writing, shall be deemed to have been given when personally served or when mailed by certified or registered mail, addressed as follows:

TO GILBERT:

Patrick Banger  
Town Manager  
Town of Gilbert  
50 East Civic Center Drive  
Gilbert, Arizona 85234

TO A/E:

Dan Meyer, PE  
Project Manager  
Black & Veatch, Corporation  
3133 East Camelback Road, Suite 210  
Phoenix, AZ 85016

The address may be changed from time to time by either party by serving notices as provided above.

## **8. SUSPENSION OF WORK**

- 8.1 Order to Suspend: GILBERT may order the A/E, in writing, to suspend all or any part of the Services for such period of time as he may determine to be appropriate for the convenience of GILBERT.
- 8.2 Adjustment to Contract Sum: If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of GILBERT in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance was suspended or delayed for any other cause, including the fault or negligence of the A/E, or (2) for which a change order is executed.

## **9. INTERESTS AND BENEFITS**

- 9.1 Conflict of Interest of A/E: The A/E covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The A/E further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
- 9.2 Interest of GILBERT Members and Others: No officer, member or employee of GILBERT and no member of its governing body, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the services to be performed under this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the process thereof.
- 9.3 Non-Solicitation: A/E agrees that it has not employed or retained any company or person, other than a bona fide employee working for A/E, to solicit or secure this Agreement, and that

he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this clause, GILBERT may terminate this Agreement without liability, or, in its discretion, deduct from the Contract Sum, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingency fee.

- 9.4 Notice Regarding A.R.S. § 38-511: Under Section 38-511, Arizona Revised Statutes, as amended, GILBERT may cancel any Agreement it is a party to within three (3) years after its execution and without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of GILBERT is, at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. In the event GILBERT elects to exercise its rights under Section 38-511, Arizona Revised Statutes, as amended, GILBERT agrees to immediately give notice thereof to the A/E.

## 10. ASSIGNABILITY

The A/E shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written consent of GILBERT thereto; provided, however, that claims for money due or to become due to the A/E from GILBERT under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to GILBERT.

IN WITNESS WHEREOF, GILBERT and the A/E have executed this Agreement as of the date first written.

TOWN OF GILBERT

By: \_\_\_\_\_  
John Lewis, Mayor

ATTEST:

\_\_\_\_\_  
Catherine A. Templeton, CMC  
Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_

ARCHITECT/ENGINEER

BLACK & VEATCH, CORPORATION

---

By: Dan W. Meyer

Title: Sr. Vice President



**EXHIBIT A**  
**SCOPE OF WORK**  
SEE ATTACHED

EXHIBIT B  
**KEY PERSONNEL AND SUBCONTRACTORS**

ENGINEER KEY PERSONNEL:

Dan W. Meyer, PE  
Mike Caruso, PE  
Reid Guzy, PE  
Lisa Jackson, PE  
Chris Morris, PE

SUBCONTRACTORS:

Carollo Engineers  
NSB of Gannet Fleming  
Ninyo & Moore  
Black Mountain

## **EXHIBIT C SCHEDULE OF WORK**

Promptly after the execution of this Agreement, the ENGINEER shall prepare and submit to GILBERT for approval a Schedule of Work showing the order in which ENGINEER proposes to carry out ENGINEER'S work. The schedule shall apply to the completion of all services listed hereunder within the times established by this Agreement. The Schedule shall be in the form of a progress chart clearly delineating all important increments and review dates. ENGINEER shall update the Schedule of Work on a monthly basis and deliver to GILBERT along with the monthly billing.

1. ENGINEER shall complete all work and services required under the Pre-Design Services within 206 working days (288 calendar days) after written authorization from GILBERT to proceed.
2. ENGINEER shall complete all work and services required under the Design Services Phase within 347 working days (485 calendar days) after receipt of a written authorization from GILBERT to proceed.
3. ENGINEER shall complete all work and services required under Construction Phase within TBD working days after receipt of a written authorization from GILBERT to proceed. Excluded from this duration is the time associated with the construction document back-check stage.
4. ENGINEER shall proceed with all work and services required under the Post-Construction Phase, upon the commencement of construction, and shall continue through completion and acceptance of the Project by GILBERT.

The durations stated above exclude the review periods required by GILBERT and all other regulatory agencies.

All times to complete tasks set forth in this Exhibit are of the essence. If delays in schedules are imposed by GILBERT's inability to comply with requested meeting schedules, ENGINEER shall maintain the right to request an adjustment in schedule if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, such extensions shall be authorized in writing by GILBERT.

## **EXHIBIT D PAYMENT SCHEDULE**

### **A. COMPENSATION**

1. The consideration of payment to ENGINEER, as provided herein shall be in full compensation for all of ENGINEER'S work incurred in the performance hereof, including offices, travel, per diem or any other direct or indirect expenses incident to providing the services.
2. Such amount shall be based upon the Schedule attached hereto

### **B. METHOD OF PAYMENT**

1. Invoices shall be on a form and in the format provided by GILBERT and are to be submitted to GILBERT via GILBERT's authorized representative.
2. Upon receipt and approval of ENGINEER'S invoices, GILBERT agrees to make payments within thirty days of receipt of the invoice as follows:

Phase

Cumulative Amount

**EXHIBIT E**  
**CHANGE ORDER NO. \_\_\_\_\_**

PROJECT:  
DATE:  
OWNER: Town of Gilbert  
PROJECT NO:  
CONTRACT NO:  
CONTRACT DATED:  
A/E: (Name)  
PM/CM: (Name)

CHANGES: The CONTRACT is changed as follows: (Insert brief description)

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COST/TIME: Original CONTRACT SUM: \$ \_\_\_\_\_  
Previously Authorized CHANGE ORDERS: \$ \_\_\_\_\_  
CONTRACT sum prior to this CHANGE ORDER: \$ \_\_\_\_\_  
CHANGE ORDER # Amount: \$ \_\_\_\_\_  
**New CONTRACT SUM:** \$ \_\_\_\_\_

CONTRACT TIME will be increased by:

SUBSTANTIAL COMPLETION as of this Change Order:

Approved/Accepted by:

A/E \_\_\_\_\_  
(Name) (Date)

PM/CM \_\_\_\_\_  
(Name) (Date)

GILBERT: \_\_\_\_\_  
(Name) (Date)

Not valid until signed by GILBERT and/or A/E and/or PM/CM. Signature of A/E and/or PM/CM indicates acceptance, including CONTRACT SUM and CONTRACT TIME.

## EXHIBIT A

# **GILBERT, ARIZONA SANTAN VISTA WATER TREATMENT PLANT – PHASE II PHASE A – PREDESIGN & DESIGN PHASE SERVICES**

## **SCOPE OF WORK**

### GENERAL

The following Scope of Work describes the engineering services to be performed by Black & Veatch (ENGINEER) for the expansion of the 24 million gallon per day (mgd) Santan Vista Water Treatment Plant (SVWTP) to 48 mgd located at 3895 Ocotillo Road in Gilbert, Arizona. The SVWTP is a joint facility between Gilbert and the City of Chandler (City) hereinafter referred to as Gilbert and Chandler. The Construction Manager at Risk (CMAR) project delivery approach will be used for this project. The Santan Vista Water Treatment Plant – Phase II project will be performed in two phases as follows:

- |         |   |                             |
|---------|---|-----------------------------|
| PHASE A | – | Predesign & Design Services |
| PHASE B | – | Construction Phase Services |

The current scope of work is for the Phase A – Predesign & Design Services. It is currently planned that work under Phase A will be completed and accepted by Gilbert and Chandler before work on the Phase B is started.

The findings and recommendations of the pre-design activities will culminate in the Basis of Design document which will serve as the basis for the design portion of Phase A – Pre-Design & Design Services. The Basis of Design will be documented in a report that presents an executive summary, the findings of the assessments, the recommendations for the SVWTP modifications and improvements, key maintenance of plant operations (MOPOs), the estimated costs of construction, and anticipated construction schedule for the project.

### GROUP 100 – PREDESIGN PHASE SERVICES

The predesign services include an evaluation of existing treatment facilities for the SVWTP, including key evaluations of specific plant elements as described herein. This work is divided into major work activities corresponding to the following project task series:

- 100 – Project Strategy Development & Coordination
- 110 – SVWTP Facility Review

## **Task 100 – Project Development & Coordination**

### **Task 101 – Project Kickoff Meeting**

A kickoff meeting will be held with key Gilbert and Chandler personnel involved in the project. The goal of the meeting will be to discuss the background information and issues affecting the project and to develop a common understanding of the project goals and objectives between the ENGINEER and Gilbert and Chandler. The meeting will focus on identifying and discussing the specific issues affecting the project design. Some of the issues may include the following:

- Confirmation of existing plant performance
- Confirmation of desired improvements
- Confirmation of project components
- Budget
- Change management
- Schedule

### **Task 102 – Data Collection / SVWTP O&M Meeting**

Operational data from the last five years will be provided by plant staff for review. A meeting will be held at the SVWTP with plant operations and maintenance personnel to further discuss the information for the plant expansion. The data will include:

- SVWTP flows
- Raw water turbidity, TOC
- SBF influent / effluent water turbidity, TOC
- Filter influent / effluent turbidity, TOC, DBP
- Filter run times
- Chemical feed rates / locations / residual ozone
- Solids removal
- Reservoir level / water temperature
- Chlorine residual / DBP formation pre- and post- Reservoir
- Gilbert Zone 2 & 3, and Chandler Reservoir Supply Distribution system DBP formation

### **Task 103 – Lessons Learned / Constructability Evaluation Meeting**

A meeting will be held with key Gilbert and Chandler personnel involved in the project to focus on lessons learned from the original construction project as well as an evaluation of construction-related items for the current Phase II project such as piping, electrical, and I&C tie-ins for the Phase II expansion. Initial constructability approaches to each tie-in will be discussed.

### **Task 104 – Review and Update of Original Plant Goals**

Major design criteria will be reviewed and presented to Gilbert and Chandler for concurrence at a monthly meeting.



**Review Water Quality Goals** Anticipated future near-term changes in water quality regulations will be reviewed to determine the most likely regulations that may impact the SVWTP. The original SVWTP water quality goals will be reviewed jointly with Gilbert and Chandler with respect to the current plant process to meet 1) the latest industry expectation of what the future requirements may be, (2) Gilbert and Chandler’s internal requirements, and 3) meet the requirements of future County, State and Federal Regulations.

**Regulatory Review** Review previous list of current and anticipated future water quality regulations and document any changes since the SVWTP facilities were put online to meet these regulations.

**Code Review** A review of the Gilbert’s current adopted codes, including building and fire, will be performed in comparison with the codes utilized at the time of the original SVWTP design. Changes in applicable code requirements will be documented and an initial meeting with Gilbert code review officials will be conducted to determine the impact of those changes on the expansion of the facility.

### **Deliverables: Task 100 – Project Strategy Development**

The following summary memoranda will include the below items and be provided as part of Task 100 – Project Development and distributed to the project team members:

- Project Development Workshop Minutes
- Data Collection Review / SVWTP O&M Meeting Minutes
- Lessons Learned / Constructability Evaluation Meeting Minutes
- Water Quality Goals / Regulatory / Code Review Meeting Minutes

### **Task 110 – SVWTP Facility Pre-design**

For each task in this series, information on each subject will be presented to Gilbert and Chandler at a meeting for discussion. A draft technical memorandum will be prepared and submitted to Gilbert and Chandler for further comments. Comments will be incorporated and the technical memorandum will be issued as final and integrated into the Basis of Design report.

### **Task 111 – Major Facilities Review**

Each existing SVWTP process will be reviewed for the SVWTP – Phase II project with collected data in Task 102 used as the foundation of the Basis of Design report (Task 200). Results of discussions from Task 100 will be and used as the starting point for more in depth investigation and discussion with the Gilbert’s SVWTP personnel during up to four site visits to further optimize SVWTP operations and maintenance and functionality for the current expansion. The major facilities review will briefly summarize the modifications and potential improvements to be included in this project via a table of key issues associated with each facility to develop the detailed Basis of Design Report and Design. This review may result in the identification of additional items that are not currently included in the scope of services and will be considered

supplemental services. The major facilities to be discussed will include the following items (unless presented in a separate task herein):

- Site Work
- Raw Water Metering & Control
- Raw Water Mixing System
- Sand Ballasted Flocculation Basins / Trains
- Ozone Generation & Destruct systems
- Ozone Pipeline and Contact Basin
- Filters
- Backwash System
- Finished Water Storage (see Task 115A)
- Finished Water Pumping (Gilbert; see Task 115B for City of Chandler)
- Wash Water Recovery
- Washwater Plate Settler Unit
- Gravity Solids Thickener
- Chemical Facilities (CO<sub>2</sub>, Alum, SBF polymer, Gravity Thickener polymer, OSG, NaOH, HFS)
- SCADA/I&C, including fiber optic tie-in to Gilbert network

Review of the existing SCADA, instrumentation and control system will include potential improvements and upgrades to the existing Allen-Bradley ControlLogix PLC platform, Wonderware System Platform HMI software, operating system software and computer system hardware. The SCADA system review will not include evaluation of alternate hardware and software platforms. It is anticipated that improvements to existing PLC hardware will be limited to CPU and programming software upgrades and will not require new control descriptions for existing equipment to be developed.

#### Task 112 – On-Site Raw Water Pipeline Assessment

An initial assessment of the existing on-site SVWTP 48-, 60-, and 72-inch concrete mortar-lined steel raw water pipelines upstream and downstream of the chemical injection and static mixer from the downstream side of the raw water control equipment to the Rapid Mix basin will be conducted.

For the initial assessment, the ENGINEER will develop an Inspection Plan detailing how the pipeline assessment work will be executed, including the Step 1 pipeline assessment schedule. The Step 1 Plan will take into account field conditions, mobilization requirements, discussions with the SVWTP personnel, and provisions for manned entry. ENGINEER will meet with Gilbert twice to review the plan and gather comments. The Step 1 pipeline assessment plan will be updated accordingly based on comments received.

The ENGINEER will hire and coordinate a sub-consultant to perform the initial assessment will be performed using a remote controlled robotic transport crawler with video (CCTV) in dry pipeline. ENGINEER will review the sub-consultant inspection report and provide Gilbert and Chandler with a final report as a part of the technical memorandum. Cost of the sub-consultant will be paid under allowance A101.

On-site raw water pipeline assessment will take place during the January 2016 annual plant shutdown and will assume CMAR support for 42-inch pipeline and isolation valve removal and reinstallation to facilitate Stage 1 inspection. Because BOD, preliminary will have been completed and detailed design well underway, design will assume the existing pipeline design is acceptable. Once the assessment is completed, the review will include examining the conclusions and recommendations as they relate to the SVWTP design regarding pipeline material as well as potential rehabilitation of the existing pipeline. If additional inspection work (Step 2 and beyond) is required dependent upon these assessment findings, the additional work and associated modifications to the detailed design will be performed under the same allowance A101.

#### Task 113 – Microturbine Hydropower Evaluation

The off-site SVWTP raw water pipeline currently requires a reduction in hydraulic grade at the Raw Water Control Area. There is the potential opportunity to utilize this grade break for production of energy. The ENGINEER will evaluate the feasibility for on-site energy generation using current generating equipment, efficiencies, lower capital costs for equipment (microturbine and electrical gear) coupled with the passage of recent national legislation reforming / streamlining the small hydropower permitting process. If the evaluation shows the feasibility of a microturbine for energy generation, design of the associated improvements is considered supplemental services.

#### Task 114 – Hydraulic Evaluation / Computational Fluid Dynamic Modeling

The existing SVWTP hydraulic profile will be reviewed and prepared for the expansion. The hydraulic flow split into the ballasted flocculation basins is critical. An evaluation of the hydraulics in the existing and future sand ballasted flocculation train flow splitter boxes will also be performed using computational fluid dynamic (CFD) modeling to further optimize chemical feed. Up to two CFD modeling options will be analyzed. The selected option will be used in the design of the new trains' flow splitter box.

#### Task 115A – Finished Water Storage Evaluation

The current expansion plan is to provide a second finished water reservoir. An evaluation will review the reservoir layout and capacity required from a plant operational perspective as well as to meet the Gilbert's distribution system needs to determine the recommended size of the on-site reservoir under the SVWTP Phase II project.

#### Task 115B – Chandler Water Finished Water Pump Station Evaluation

Since the SVWTP was placed into operation, recent growth in Chandler's industrial sector has caused the need to re-look at the requirements for the existing transmission system. Previous pressure and transient studies have confirmed the need for modification of the existing Chandler Finished Water Pump Station pumping (increase in both flow rate and pressure) into the Reservoir Supply System due to anticipated demands specifically from the Intel Ocotillo facility. Up to two alternatives to meet the requirements of the transient analyses as well as the physical layout will be evaluated.

Required electrical improvements associated with the required upgrades associated with the Chandler Finished Water Pump Station will be completed under Task 118.

*Task 116 – Washwater Equalization Basin Evaluation*

The existing washwater equalization basin accumulates solids requiring maintenance and manual handling of the solids for removal during plant shutdowns. An evaluation of up to three washwater equalization basin alternatives (including additional floor slope and additional redundant washwater basin), including cost estimates, will be performed to minimize the buildup of solids.

*Task 117 – Solids/Residuals Handling Evaluation*

The outdoor belt filter press solids process and handling will be summarized for existing and additional flows associated with the expansion. With the additional required solids handling facility operations, up to four options will be evaluated with associated cost estimates; keep current configuration, addition of redundant outdoor press, new solids handling building for continued use of roll-off dumpsters for solids, and new solids handling building capable of drive through solids unloading. However, detailed design is based on adding an additional belt filter press outdoors under a sunshade similar to the current installation. An allowance (A102) is provided for detailed design of a Solids Handling Building.

*Task 118 – Electrical Power Systems Review*

Review of existing SVWTP electrical power systems will be discussed including:

- SWTP Electrical Power Supply and Distribution System
- Standby Generator Capacity

Updated power loads required for the SVWTP will be projected, including effects of the upgraded Chandler Finished Water Pump Station. Standby power needs for the SVWTP project will be reviewed. Up to two alternative strategies for meeting SVWTP power supply and standby requirements will be investigated. Coordination with SRP will be performed to review SRP power supply options and SRP system requirements.

*Task 119 – Asset Management System Integration*

The ENGINEER will meet with Gilbert and Chandler and Gilbert IT Department to review Gilbert's existing computerized asset management system structure and standard asset tagging system in Lucity. The ENGINEER will evaluate available data structure for Gilbert's asset tagging system and asset management information associated with each new tagged item to be captured during design (Phase A) and during construction (Phase B). Any updates required for existing plant assets already in Lucity will be completed during Phase B.

ENGINEER will develop a project information management plan document that defines the digital attribute fields that are required in the schematic (P&ID) and spatial (Building Information Management - BIM) deliverables and how the schematic/3D/BIM platforms are exported into Lucity.

Based on the project information management plan requirements, the new schematic and spatial elements will be drafted to these standards and will populate up to 10 design-related data fields during Phase A, including the equipment asset tags and basic information (i.e. pump or valve type). Additional open fields will be provided during Phase A to accommodate information submitted during construction such as service manuals will be populated during Phase B.

ENGINEER will also evaluate utilizing the P&IDs and/or BIM model and/or Phase B information (manufacturer service manuals or conformed to construction record drawings, etc.) for integration with Lucity to increase O&M efficiency. This scope of work is based on providing Gilbert with a single database for new assets for export into Lucity. If utilization of the P&IDs and/or BIM model for integration with Lucity is desired, it will be performed as a supplemental service or included during Phase B.

### **Deliverables: Task 110 – SWTP Facility Concepts**

The following technical memoranda (TMs) will be provided as part of Task 110 – SWTP Facility Concepts:

- TM 111 - Major Process Facilities Review
- TM 112 - Raw Water Pipeline Assessment
- TM 113 - Microturbine Hydropower Evaluation
- TM 114 - Hydraulic Evaluation
- TM 115A - Gilbert Finished Water Storage Evaluation
- TM 115B - Chandler Water Finished Water Pump Station Evaluation
- TM 116 - Washwater Equalization Basin Evaluation
- TM 117 - Solids/Residuals Handling Evaluation
- TM 118 - Electrical Power Systems Review
- TM 119 - Asset Management System Integration

## **GROUP 200 – BASIS OF DESIGN**

### **Task 200 – Basis of Design**

#### **Task 201 – Basis of Design Report**

A Basis of Design Report (BOD) will be prepared for the Santan Vista Water Treatment Plant – Phase II project. The BOD will summarize the selected alternatives and design information developed in the Group 100 tasks. The BOD will be used to document the information needed to prepare the detailed design drawings and specifications. The BOD will generally include the following items.

- General project scope and background references
- Process design criteria
- Applicable codes and standards, including fire and safety codes
- Equipment tagging / Asset Management information management
- Local building, planning, and zoning department requirements
- Site considerations, including subsurface conditions and drainage

- Preliminary site plan, building layouts, and architecture
- Updated hydraulic profile of treatment facilities
- Treatment facilities criteria
- Chemical feed and storage criteria
- Structural design criteria
- Building mechanical and HVAC system criteria
- Electrical system criteria
- Engine generator criteria
- Operational monitoring and control systems, including major P&IDs, control system block diagrams and major process equipment control table
- Fiber optic tie-in to Gilbert network

Also included in the BOD is identification of project elements which are uniquely related to either Gilbert or the City of Chandler.

#### Task 202 – BOD Review

The BOD will be submitted to Gilbert and Chandler and MCESD. Fifteen (15) copies of the BOD will be provided to Gilbert and Chandler. Gilbert and Chandler will pay for all permit fees. An in-house quality control review of the BOD will also be performed prior to submittal. A design review meeting will be held with Gilbert and Chandler to review comments. The BOD will be revised to incorporate the review comments and in-house quality control review comments as applicable. Fifteen (15) hard copies and one (1) electronic copy of the Final BOD will be resubmitted to Gilbert and Chandler.

#### Task 203 – Geotechnical Investigation

Provide, through a subcontract, geotechnical engineering services and professional guidance in tests to be made at test locations based on known facility expansion locations as well as professional interpretations of the test data. Geotechnical exploratory work will include soil borings, penetration tests, soundings, subsurface explorations, laboratory tests of soils, rock formations, and other geophysical phenomena which are required to provide information for design. A geotechnical report will be provided by the geotechnical firm interpreting the data on the exploratory work and testing and setting out the site conditions, structural foundation loading conditions, use, and types of excavations anticipated. Five (5) draft geotechnical reports will be provided to ENGINEER, Gilbert and Chandler for review. Five (5) hard copies and one (1) electronic copy of the Final geotechnical report will be provided.

#### Task 204 – Surveying and Topographic Drawing

An aerial survey and topography drawing will be prepared using data from aerial and field surveys to include the existing facilities to the level and limits required. All new survey data will use Gilbert's Datum for vertical control. Field survey will be used to identify and/or confirm horizontal locations and vertical elevations of existing on-site facilities. Temporary benchmarks using Gilbert's control will be set for identification of aboveground structures, buildings, facilities, or structure. Staked geotechnical boring locations will be will provided.

*Task 205 – Architectural Concepts*

Identify exterior architectural aesthetic needs for the facilities for new any buildings or structures to match the existing aesthetic with input from Gilbert and Chandler. Develop architectural elevation sketches and incorporate Gilbert and Chandler comments. Final concept for the Phase II facility design will be prepared and submitted to the Gilbert Design Review Board for approval as part of Task 206.

*Task 206 – Agency Coordination*

Additional coordination will be performed with review agencies to confirm the scope and schedule of the work and the requirements of each agency. These agencies include but are not limited to the following:

- Maricopa County Environmental Services Department (MCESD)
- Arizona Department of Environmental Quality (ADEQ) – The SVWTP site currently holds an APP permit with ADEQ associated with current discharges from the plant facilities. Any additional plant discharges due to this project will be assessed to determine there will be any discharges not already covered by the existing APP. Scope and effort to update the APP is not included in this current scope of work.
- Salt River Project (SRP)
- Gilbert Planning & Development Services
- Gilbert Fire Marshal

Required permits will be identified and coordinated with the respective agency. It is anticipated that up to 5 separate meetings with the various regulatory agencies will be required.

*Task 207 – Early Start-Up Planning*

The ENGINEER will meet with Gilbert and Chandler and Construction Manager at Risk (CMAR) Contractor to discuss the SVWTP start-up and testing. The purpose is to preplan for the needed water supplies, drainage requirements and temporary recirculation requirements. The outcome of this planning may include provisions for tees, interim valves, blind flanges, etc. which need to be included in the SVWTP design. The ENGINEER will provide a preliminary draft startup plan outline document for the pre-planning meeting.

*Task 208 – Engineer’s Opinion of Probable Total Project Costs*

ENGINEER will prepare an independent opinion of probable construction costs estimate to AACEI Class 3 level of accuracy. Construction cost estimate will also include any “below the line” items to be purchased directly by Gilbert and Chandler. The cost estimate categories will be coordinated with the CMAR Contractor cost model categories to allow for comparison of the two estimates. The opinion of probable construction cost will also segregate the common elements as well as individual Gilbert / City components.



ENGINEER's construction phase services will be incorporated as a percentage of construction costs. In addition, Gilbert will provide the ENGINEER with CMAR pre-construction services contract value and list with costs of internal chargebacks for incorporation into the over project cost model.

#### Task 209 – CMAR Contractor Integration

The ENGINEER's team will coordinate with the CMAR Contractor in a kickoff workshop and subsequent monthly meetings to identify required Maintenance of Plant Operations (MOPO) activities as well as value engineering and constructability ideas. In order to facilitate subsequent cost model development comparisons, the ENGINEER and CMAR will meet to agree upon the same framework cost codes used in the ENGINEER's design 3D model / drawings for use by ENGINEER and CMAR for quantity take-offs.

#### **Deliverables: Task 200 – Basis of Design**

The following deliverables will be provided as part of Task 200 – Basis of Design:

- Draft Basis of Design
- Final Basis of Design
- Geotechnical Report
- Topographic survey
- Architectural elevations
- Utility and Agency coordination meeting minutes
- Preliminary Start-up Plan Outline
- Engineer's Opinion of Probable Total Project Costs Estimate
- CMAR integration value engineering / constructability log creation / maintenance

Landscape concepts are not included as the public facing portion of the facility will remain unchanged. Placement of decomposed granite to match existing will be placed on remaining disturbed areas of the site and documented in the Basis of Design Report.

#### GROUP 300 – DETAILED DESIGN

Group 300 includes the final detailed design of the SVWTP.

As part of the detailed design, the ENGINEER will provide the following two CMAR Contractor bidding documents.

- Guaranteed Maximum Price Package 1 – Early Procurement of long lead items
- Guaranteed Maximum Price Package 2 – Remaining balance of plant design

The final deliverable from this phase of the project is a single complete set of contract documents for a CMAR Contractor to bid and construct the facilities. The drawings will be provided on 22 by 34 inch sheets using AutoCAD and assume use of conformed to construction record base files as starting point where applicable. The contract documents will include the following:

- Gilbert's "boiler plate" front-end specifications
- B&V special provisions



- B&V standard technical specifications (CSI format)
- Contract drawings utilizing B&V Drafting Standards on Gilbert and Chandler title block
- Gilbert cover sheet
- P&IDs and Building Information Management (BIM) model will be set up for only new assets per Task 119.
- 3D/BIM models will only be created for new civil yard and piping and treatment complex (new sand ballasted flocculation trains and new filters).

The facilities identified in this scope of services as basic components are included in the final design of the SVWTP. ENGINEER's quality control and design will be in accordance with the ENGINEER's SVWTP Quality Management Plan. Any changes identified as part of the Preliminary Design Phase that are not presented herein will be identified and performed as an amendment to this Agreement upon written approval of Gilbert and Chandler.

### **Task 300 – Preliminary Design**

#### **Task 301 – Preliminary (30%) Design**

Preliminary design elements summarized by discipline will include:

- a. *Civil / Process*
  - Process area equipment and piping layouts and major sections
  - Secondary system P&IDs
  - Chemical feed system P&IDs
  - Site layout with structures, drives, and preliminary grading
  - Primary yard piping layouts
  - Hydraulic profile
  - Equipment control strategies
  - Major process space requirements
  - Major equipment lists and loads
  - Major equipment outline specifications and data sheets
- b. *Architectural*
  - Preliminary building layouts
  - Identify wall materials and construction
  - Prepare building elevations
  - Prepare architectural renderings
- c. *Structural*
  - Develop layout of building structural shells
  - Set column row locations
  - Develop preliminary structural design
  - Review 1st draft of geotechnical report
- d. *Building Mechanical*
  - Establish design concepts for HVAC and plumbing

- Layout space requirements for major equipment
- e. *Process Mechanical*
  - Layout space requirements for ozone generator
  - Layout space requirements for engine generator
  - Chemical feed system P&IDs
  - Major equipment outline specifications and data sheets
- f. *Electrical*
  - Layout space requirements for major electrical equipment
  - Preliminary power distribution functional diagram
- g. *Instrumentation and Control*
  - Update major process P&IDs
  - Secondary system P&IDs
  - Chemical feed system P&IDs
  - Preliminary instrumentation device schedules and I/O lists
  - Preliminary control descriptions
  - Update control block diagram

#### Task 302 – Agency and Utility Coordination

Review agencies and utilities will be contacted to discuss and coordinate the design of the project. The requirements of each agency and utility will be identified and incorporated into the project. MCESD, Gilbert Planning & Development Services, Gilbert Fire Marshal, Gilbert IT, and other interested agencies requiring approval for construction will be contacted.

#### Task 303 – 30% Design Review

The schematic design documents will be submitted to Gilbert and Chandler (ten (10) copies) and CMAR Contractor (six (6) copies), including one (1) electronic copy each. An in-house quality control review of the 30% schematic design documents will also be performed prior to submittal to Gilbert and Chandler / CMAR. A design review meeting will be held with Gilbert and Chandler to review comments. Review comments will be incorporated into the Design Development as applicable.

#### Task 304 – Engineer’s Opinion of Probable Total Project Costs

ENGINEER will prepare an independent opinion of probable construction costs estimate to AACEI Class 3 level of accuracy. Construction cost estimate will also include any “below the line” items to be purchased directly by Gilbert and Chandler. The cost estimate categories will be coordinated with the CMAR cost model categories to allow for comparison of the two estimates. The opinion of probable construction cost will also segregate the common elements as well as individual Gilbert / City components.

ENGINEER's construction phase services will be incorporated as a percentage of construction costs. In addition, Gilbert will provide the ENGINEER with CMAR pre-construction services contract value and list with costs of internal chargebacks for incorporation into the over project cost model.

In addition, ENGINEER will review and provide a detailed review of the CMAR's initial construction cost model for ultimate GMP 1 and 2 packages and provide comments to Gilbert and Chandler.

#### Task 305 – GMP 1 Package Identification

ENGINEER will coordinate a meeting with Gilbert and Chandler and CMAR to identify up to four specifications for design acceleration to facilitate early bidding of long lead equipment.

#### Task 306 – Code Study Update

Review the existing code classification and compliance study and update it as required based on the anticipated expansion elements. Applicable codes will be referenced and only code compliance issues will be determined. The existing hazardous materials inventory statement (HMIS) will be reviewed and updated as part of the code study. Inventory statements and aggregate quantity information will be organized and updated by building area. It is anticipated the laboratory facility's chemicals remain below exempt amounts; the existing listing of the laboratory chemicals will be updated if necessary. These general lists of chemicals will only provide the name, Chemical Abstract Service (CAS) registry number, state (solid, liquid or gas), and the quantity stored. The code study will be submitted to Gilbert for review by applicable departments. A meeting will be held to discuss the study and any required revisions will be incorporated.

#### Task 307 – Drainage Design Update

A drainage design update will be prepared for the site to address any current erosion as well as on-site draining impacts resulting from the proposed improvements.

#### Task 308 – CMAR Coordination

The CMAR will attend regularly scheduled design team meetings with ENGINEER and Gilbert and Chandler. The CMAR coordination will include:

- Constructability review meeting with the CMAR.
- Up to two meetings with the CMAR will be held to clarify preliminary design elements and potential value engineering option discussions.
- Incorporate the agreed upon CMAR's comments by Gilbert and Chandler and ENGINEER into the construction documents.
- Construction cost estimates will be prepared by the CMAR. ENGINEER share the project 3D model for CMAR's use in quantity take-offs (at CMAR's risk).
- An overall Project Schedule will be developed by the CMAR. ENGINEER will provide input into the schedule by identifying key milestones with Gilbert and Chandler.

**Task 309 – 30% Design Value Engineering Evaluations**

Budget has been allocated for the ENGINEER to evaluate a short list of value engineering options. This includes two ½ day workshops with Gilbert and Chandler and CMAR Contractor. The first workshop will include a discussion of potential value engineering options based on the 30 percent design and developing consensus of those which should be evaluated. Up to five items are included for further evaluation. The ENGINEER will further evaluate the value engineering item(s) where it requires additional information for evaluation and identification of other project impacts. The CMAR Contractor will evaluate constructability and develop the budgetary costs. The second workshop will be a presentation of the short-listed options, evaluation results and focus on achieving consensus of Gilbert on which one(s) will be carried into the sixty percent design. The CMAR Contractor will control and manage the project value engineering log.

**Deliverables: Task 300 – Schematic Design**

The following deliverables will be provided to Gilbert and Chandler as part of Task 300 – Schematic Design:

- Preliminary (30%) Design Drawings and Specifications
- Utility and Agency meeting minutes
- Engineer's Opinion of Probable Construction Costs
- GMP 1 Package of long lead equipment
- Code Study Update
- Drainage Study Update
- Value Engineering Evaluations

**Task 310 – Design Development****Task 311 – Design Comment Resolution**

ENGINEER will provide a Preliminary Design comment resolution document and will update the design reflecting the comment resolution. A comment resolution document will be provided to Gilbert and Chandler for review and follow up discussions at project meetings, if required.

**Task 312 – Construction (90%) Documents (GMP 1)**

The ENGINEER will, for the purposes of early bidding of GMP 1, complete the construction specifications up to 90% for the selected long lead equipment items in Task 305.

**Task 313 – Design (60%) Development (GMP 2)**

Design development elements summarized by discipline will include:

- a. *Civil / Process*
  - Process and sub process equipment and piping plans
  - Create major process and sub process sections
  - Pre-final civil site drawings including site piping, and grading

- Process / civil details and sections
  - Civil / site specifications
  - Process equipment specifications
  - Create civil / site underground utility drawings and sections
- b. *Architectural*
- Complete architectural floor plans
  - Develop wall sections
  - Develop door, window, and louver schedules
  - Develop architectural specifications
  - Complete building elevations
- c. *Structural*
- Structural foundation and framing plans
  - Layout sections and details
  - Complete structural framing plans and sections
  - Review 2<sup>nd</sup> draft of geotechnical report
  - Structural specifications
- d. *Building Mechanical*
- Prepare plumbing plans
  - HVAC system design
  - HVAC equipment and duct work layout plans
  - Plumbing schematics and fire sprinkler riser locations
  - HVAC and Plumbing schedules
  - HVAC sequence of operation
  - Building mechanical equipment schedules
- e. *Process Mechanical*
- Chemical feed plans and details
  - Chemical feed specifications
  - Blower and generator specifications
  - Ozone generator specifications
- f. *Electrical*
- Develop preliminary electrical power plans and lighting plans
  - Preliminary electrical specifications
  - Preliminary duct bank
  - Initial electrical schematics
  - Initial electrical one-lines
  - Initial PLC one-lines
  - Power distribution and functional diagram
  - Develop initial security plans
- g. *Instrumentation and Control*
- Final Major Process, Secondary and Chemical Feed P&IDs

- Preliminary Minor Secondary P&IDs
- Final software control descriptions
- Final instrumentation device schedules and I/O lists
- Valve Schedules
- Preliminary I&C specifications
- Determine instrumentation locations on electrical plans

#### Task 314 – Agency and Utility Coordination

Review agencies and utilities will be contacted to discuss and coordinate the design of the project. The requirements of each agency and utility will be identified and incorporated into the project. MCESD, Gilbert Planning & Development Services, Gilbert Fire Marshal, Gilbert IT, and other interested agencies requiring approval for construction will be contacted.

#### Task 315 – Design Development Review

The schematic design documents will be submitted to Gilbert and Chandler (ten (10) copies) and CMAR Contractor (six (6) copies), including one (1) electronic copy each. An in-house quality control review of the 60% schematic design documents will also be performed prior to submittal to Gilbert and Chandler / CMAR. A design review meeting will be held with Gilbert and Chandler to review comments. Review comments will be incorporated into the Construction Documents as applicable.

#### Task 316 – CMAR Coordination

The CMAR will attend regularly scheduled design team meetings with ENGINEER and Gilbert and Chandler. The CMAR coordination will include:

- Constructability review meeting with the CMAR.
- Up to two meetings with the CMAR will be held to clarify design elements and potential value engineering option discussions.
- Incorporate the agreed upon CMAR's comments by Gilbert and Chandler and ENGINEER into the construction documents.
- Construction cost estimates will be prepared by the CMAR. ENGINEER share the project 3D model for CMAR's use in quantity take-offs (at CMAR's risk).
- The overall Project Schedule will be updated by the CMAR. ENGINEER will provide input into the schedule by identifying key milestones with Gilbert and Chandler.

#### Task 317 – 60% Design Value Engineering Evaluations

Budget has been allocated for the ENGINEER to evaluate a short list of value engineering options. This includes two ½ day workshops with Gilbert and Chandler and CMAR Contractor. The first workshop will include a discussion of potential value engineering options based on the 60 percent design and developing consensus of those which should be evaluated. Up to five items are included for further evaluation. The ENGINEER will further evaluate the value engineering item(s) where it requires additional information for evaluation and identification of other project impacts. The

CMAR Contractor will evaluate constructability and develop the budgetary costs. The second workshop will be a presentation of the short-listed options, evaluation results and focus on achieving consensus of Gilbert on which one(s) will be carried into the ninety percent design. The CMAR Contractor will control and manage the project value engineering log.

#### Task 318 – Start-Up Planning

The ENGINEER will meet with Gilbert and Chandler and CMAR Contractor to revisit the SVWTP start-up and testing plan for provisions for tees, interim valves, blind flanges, etc. Modifications to the 60% design will be incorporated in the subsequent deliverable. Start-up, operational testing (for MCESD approval to operate) and transitioning to commissioning will be discussed for purposes of agreeing to and documenting the testing requirements for inclusion in the project specifications.

#### **Deliverables: Task 310 – Design Development**

The following deliverables will be provided as part of Task 310 – Design Development:

- Construction (90%) Specifications (GMP 1)
- Design (60%) Development Drawings and Specifications (GMP 2)
- Utility and Agency meeting minutes
- CMAR cost model review comments

#### **Task 320 – Construction Documents**

##### Task 321 – Design Comment Resolution

ENGINEER will provide a Construction Documents (GMP 1) and Design development (GMP 2) comment resolution document(s) and will update the design reflecting the comment resolution. A comment resolution document will be provided to Gilbert and Chandler for review and follow up discussions at project meetings, if required.

##### Task 322 – Final Contract (95%) Documents (GMP 1)

The ENGINEER will, for the purposes of early bidding of GMP 1, complete the final contract specification documents up to 95% for permitting of the select long lead equipment items in Task 305. These documents will be used by the CMAR to develop GMP 1.

##### Task 323 – Construction (90%) Documents (GMP 2)

Construction Document elements summarized by discipline will include:

- a. *Civil / Process*
  - Complete plans and details
  - Coordinate underground utilities and roadways
  - Complete specifications
- b. *Architectural*
  - Complete plans and details
  - Complete specifications

- Complete architectural schedules and details
- c. *Structural*
  - Complete structural schedules and details
  - Complete plans and details
  - Complete specifications
- d. *Building Mechanical*
  - Prepare HVAC and plumbing system details
  - Fire sprinkler system performance specification (fire sprinkler drawings to be provided by Contractor during construction)
  - Complete HVAC and plumbing plans and details
  - Complete specifications
- e. *Process Mechanical*
  - Complete plans and details
  - Complete specifications
- f. *Electrical*
  - Complete electrical power plans
  - Complete electrical lighting plans and fixture schedules
  - Complete power site plan
  - Complete plans and details
  - Complete specifications
  - Complete security plans and specifications
- g. *Instrumentation and Control*
  - Complete I&C installation details
  - Complete I&C plans and details
  - Complete instrumentation specifications

#### Task 324 – Agency and Utility Coordination

Review agencies and utilities will be contacted to discuss and coordinate the design of the project. The requirements of each agency and utility will be identified and incorporated into the project. MCESD, Gilbert Planning & Development Services, Gilbert Fire Marshal, Gilbert IT, and other interested agencies requiring approval for construction will be contacted.

#### Task 325 – Design Development Review

The schematic design documents will be submitted to Gilbert and Chandler (ten (10) copies) and CMAR Contractor (six (6) copies), including one (1) electronic copy each. An in-house quality control review of the 90% schematic design documents will also be performed prior to submittal to Gilbert and Chandler / CMAR. A design review meeting will be held with Gilbert and Chandler to review comments. Review comments will be incorporated into the Final Contract Documents as applicable.



**Task 326 – CMAR Coordination**

The CMAR will attend regularly scheduled design team meetings with ENGINEER and Gilbert and Chandler. The CMAR coordination will include:

- Constructability review meeting with the CMAR.
- Up to two meetings with the CMAR will be held to clarify construction design elements and potential value engineering option discussions.
- Incorporate the agreed upon CMAR's comments by Gilbert and Chandler and ENGINEER into the construction documents.
- Construction cost estimates will be prepared by the CMAR. ENGINEER share the project 3D model for CMAR's use in quantity take-offs (at CMAR's risk). ENGINEER will review the CMAR's construction cost estimates and provide input to Gilbert and Chandler.
- The overall Project Schedule will be updated by the CMAR. ENGINEER will provide input into the schedule by identifying key milestones with Gilbert and Chandler.

**Deliverables: Task 320 – Construction Documents**

The following deliverables will be provided as part of Task 320 – Construction Documents:

- Final (95%) Contract Specifications (GMP 1)
- Construction (90%) Document Drawings and Specifications (GMP 2)
- Utility and Agency meeting minutes

**Task 330 – Final Contract Documents****Task 331 – 95% Contract Documents (GMP 2)**

Based on final comments by Gilbert and Chandler staff, Consultant's in-house quality control review, and the CMAR, ENGINEER will prepare signed and sealed 95% contract documents for submittal to Gilbert's Building Safety Department and MCESD for review and approval. Gilbert and Chandler will pay for all Permit review fees.

**Task 332 – Final Contract Documents (GMP 1 & 2)**

Based on comments from Gilbert's Planning & Development Services and MCESD, revise the contract documents and resubmit the documents for approval. Once the documents are approved, one set of original drawings and specifications and one set of electronic files will be provided to Gilbert and Chandler. Gilbert and Chandler will provide copies of the final contract documents to the ENGINEER and CMAR.

This task does not include conforming the drawings to include the CMAR's bid clarifications and addenda. Conforming the drawings to reflect the final GMP will be included as part of the Phase B – Construction Phase services.

**Task 333 – CMAR Coordination / Bid Assistance**

The CMAR will attend regularly scheduled design team meetings with ENGINEER and Gilbert and Chandler. The CMAR coordination will include:

- Up to two meetings with the CMAR will be held to clarify construction design elements and coordination for GMP preparation.
- Answering CMAR subcontractor questions related to the project bid elements through the CMAR bid clarification log.
- Review of CMAR GMP 2 bid, proposed construction schedule, and bid clarifications.

**Deliverables: Task 330 – Final Contract Documents**

The following deliverables will be provided as part of Task 330 – Final Contract Documents:

- Final (95%) Contract Documents (GMP 2)
- Final Contract Documents (GMP 1 & 2)

**GROUP 400 – USE PERMIT AND DESIGN REVIEW BOARD ASSISTANCE****Task 400 – Use Permit and Design Review Board Assistance****Task 401 – Use Permit Assistance**

Assist Gilbert's project manager in preparing the Use Permit for the project. The work will include assisting Gilbert's project manager in attending the pre-application meeting, attending up to two meetings, preparing the use permit application, and submitting the application. The Use Permit application will include the specific items on the Use Permit checklist. The following items will be furnished by Gilbert; project narrative, site sign posting and affidavit, neighborhood notice and affidavit, and permit fees.

**Task 402 – Design Review Board Application**

Assist Gilbert's project manager in preparing the Design Review Board (DRB) Application. The work will include assisting Gilbert's project manager in attending the pre-application meeting, attending up to two meetings, preparing the DRB, and submitting the application. The DRB application will include the specific items on the DRB checklist. No building model(s) will be provided. The following items will be furnished by Gilbert; project narrative, site sign posting and affidavit, neighborhood notice and affidavit, and permit fees.

Prepare presentation materials for Gilbert's project manager to present to the DRB. Attend one meeting and assist in presenting any of the technical issues that may need to be explained about the project.

## GROUP 500 – PROJECT MANAGEMENT

### **Task 500 – Project Management**

#### **Task 501 – Project Execution Plan**

A project execution plan will be prepared and fifteen (15) distributed to Gilbert and Chandler. The procedures manual will include the project purpose and objectives, scope of services, team organization, quality management plan, roles and responsibility matrix, stakeholders list, communication plan, change management approach, and schedule.

#### **Task 502 – Meetings**

Project meetings will be conducted throughout the project to keep Gilbert and Chandler informed on the progress, design issues and recommendations and to discuss and resolve specific project issues. ENGINEER will coordinate and issue an agenda prior to the meeting. A brief summary of the key decisions and action items will be documented in meeting minutes of each meeting and distributed to Gilbert and Chandler by the ENGINEER. Meetings and workshops, in addition to those previously mentioned, include:

- **Project Status Meetings** – Monthly project status meetings will be held with Gilbert and Chandler. The ENGINEER will lead the meetings typically to address the status of major work items, review management issues, project progress, financial trends, discuss any project scope and schedule impacts, and decisions and outcomes affecting the work activities and schedule planned for the following month.
- **Project Design Meetings** – Bi-weekly project meetings (or as needed) will be conducted with the project team task leaders at the SVWTP. A regular meeting time will be established. Project meetings will typically discuss project design issues; address major action items to be completed, technical aspects of the work, and decisions and outcomes affecting the work and project schedule.

#### **Task 503 – Schedule**

A project design schedule will be maintained and will be updated monthly and reviewed with Gilbert and Chandler to show critical path activities (Note: some related sub-tasks may be combined into a single schedule task where appropriate). Design schedule will also include earned value for each task. The project schedule will also be coordinated with and expanded by the CMAR during the design phase of the project to present the overall schedule for planning purposes. Schedule will be provided with the monthly invoice in pdf format.

#### **Task 504 – Contract Administration**

Monthly invoices will be prepared and submitted to Gilbert and Chandler's project manager. Status reports will be prepared and submitted along with each monthly invoice. The status reports will identify what work has been performed during the billing period and the completion status of major tasks and will also include an earned

value analysis summary provided at the major task level. As part of the management of the project, tracking documents which present the completion status of the drawings and specifications will be prepared monthly. A monthly budget versus actual budget s-curve will be prepared which will track the progress and projected cash flow of the work.

#### Task 505 – Gilbert and Chandler Presentations

Presentation materials will be developed for the use of Gilbert and Chandler in providing one (1) status report to Gilbert and Chandler Councils and other agencies deemed appropriate by Gilbert and Chandler. The presentation materials will be PowerPoint format and will be suitable for public display.

#### Task 506 – Public Involvement

Assist Gilbert and Chandler with the providing information to Gilbert and Chandler for providing information to the public supporting the project. Consultant's support to Gilbert and Chandler will include providing exhibit hard boards and presentation materials for up to two (2) public open houses at Gilbert's facilities. No other public involvement is planned by Gilbert and Chandler. Gilbert and Chandler will be responsible for reproduction and mailing.

#### **Deliverables: Task 500 – Project Management**

The following deliverables will be provided as part of Task 500 – Project Management:

- Project Execution Plan
- Progress Meeting Agendas and Minutes
- Project Earned Value Schedule
- Project Status Reports
- Gilbert and Chandler Presentation Materials

### **PHASE B – CONSTRUCTION PHASE SERVICES**

#### ***(To be performed subsequent to Phase A)***

The following presents the work anticipated during the Construction phase of the Santan Vista WTP. The scope of services for this phase will be finalized and negotiated with Gilbert and Chandler near the completion of Phase A – Pre-Design and Design. The major elements of work anticipated during this phase include the following:

- Construction Administration
- On-Site Resident Engineering Assistance
- Special Inspection Services
- I&C Inspection and Coordination
- I&C Programming
- Shop Drawing Review
- Requests for Information
- Electronic O&M Manual Update

- Commissioning and Start-up Assistance
- Conformed to Construction Records Drawings
- Project Close-out

## **ALLOWANCES / SUPPLEMENTAL SERVICES**

An allowance is provided for miscellaneous tasks at Gilbert and Chandler's discretion and which can only be performed until authorized. Such tasks could include, but are not limited to:

- Raw Water Pipeline Inspection
- Solids Handling Building
- Raw Water Pipeline Investigation and Testing
- 3D Scanning of Existing Facilities

### Allowances

#### A101 – Raw Water Pipeline Inspection

Following approval of the Step 1 Inspection Plan, the ENGINEER and its subconsultant will proceed with the Step 1 internal inspection using closed circuit television (CCTV) technology. The Consultant will remain on-site during all pipeline inspection services in order to direct inspection activities by subconsultant, coordinate with Gilbert staff and respond immediately to any issues or preliminary findings that may require adjustment to the Inspection Plan. Up to two consecutive days of drained pipeline for this inspection is assumed.

Informal results of the Step 1 internal inspections will be available within one week of the field work. A draft pipeline assessment summary will be available within twenty one calendar days of the completion of the Steps 1 field work. Based on the Step 1 results, the ENGINEER will determine if additional assessments are required and, if so, what assessments should be performed and at which segment(s).

Step 2 and beyond could include, but are not limited to the following:

- Manned entry
- Petrographic analysis of internal mortar lining (and repair of mortar in sample locations)
- Ultrasonic thickness (UT) testing of the steel pipeline
- Discussion of various pipeline rehabilitation options in TM 112
- Modification of steel pipeline specification or creation of new pipeline specification based on TM recommendation
- Creation of pipeline rehabilitation specification based on TM recommendation

#### A102 – Solids Handling Building

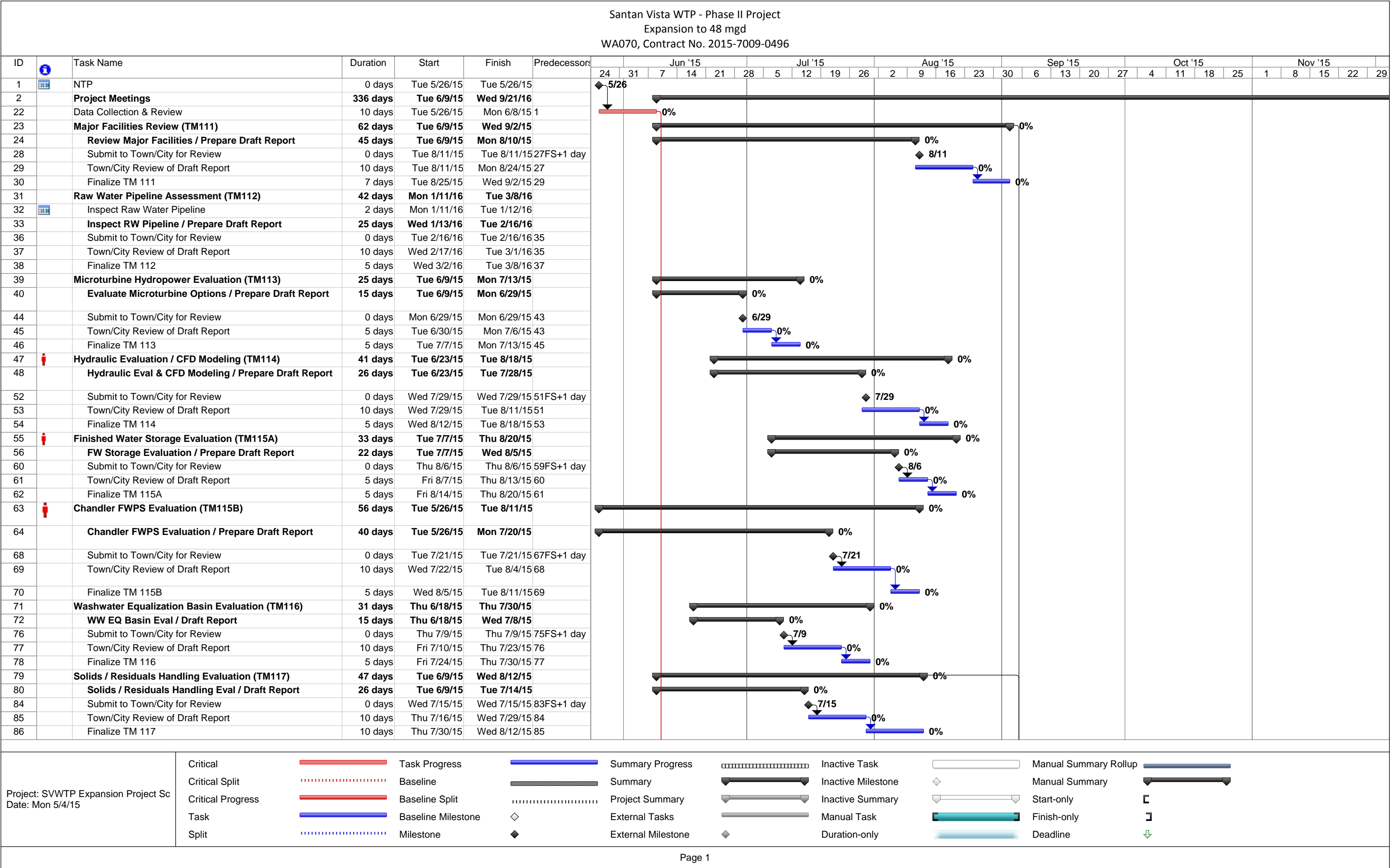
If desired, a Solids Handling Building will be designed to accommodate up to two belt filter presses and associated conveyor system to roll-off or truck drive through.

### Supplemental Services

Supplemental services may include but are not be limited to the following:

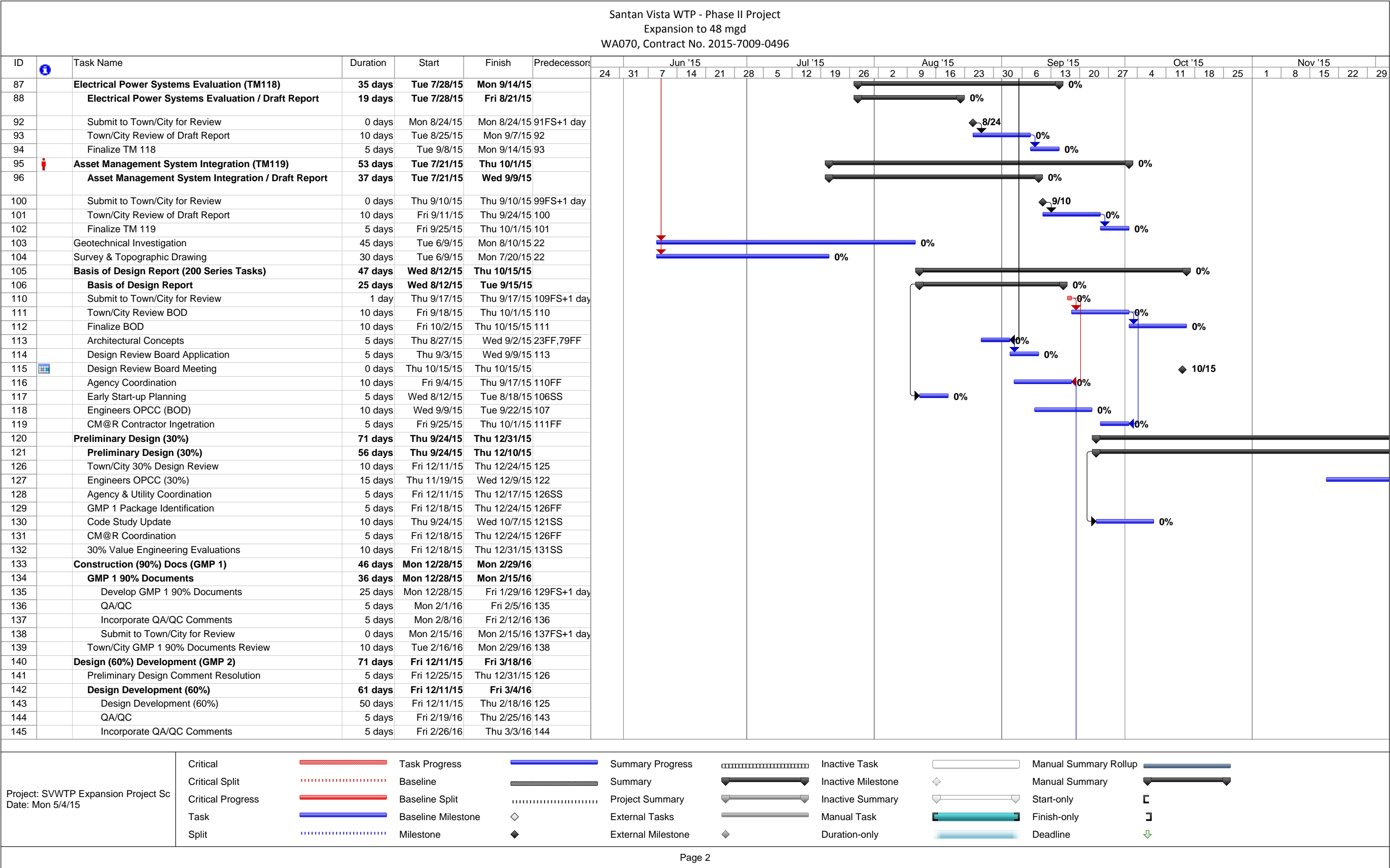
- Microturbine and Electrical Improvements Design
- 3D Laser Scanning of Existing Facilities
- 3D/BIM Model of Existing Facilities
- Integration of P&IDs and/or BIM model with Lucity
- Additional Modifications of Existing Facilities identified during Major Facilities Review

Supplemental services will not be performed until authorized by Gilbert and Chandler under Gilbert and Chandler's Engineering Allowance.































46 of 52

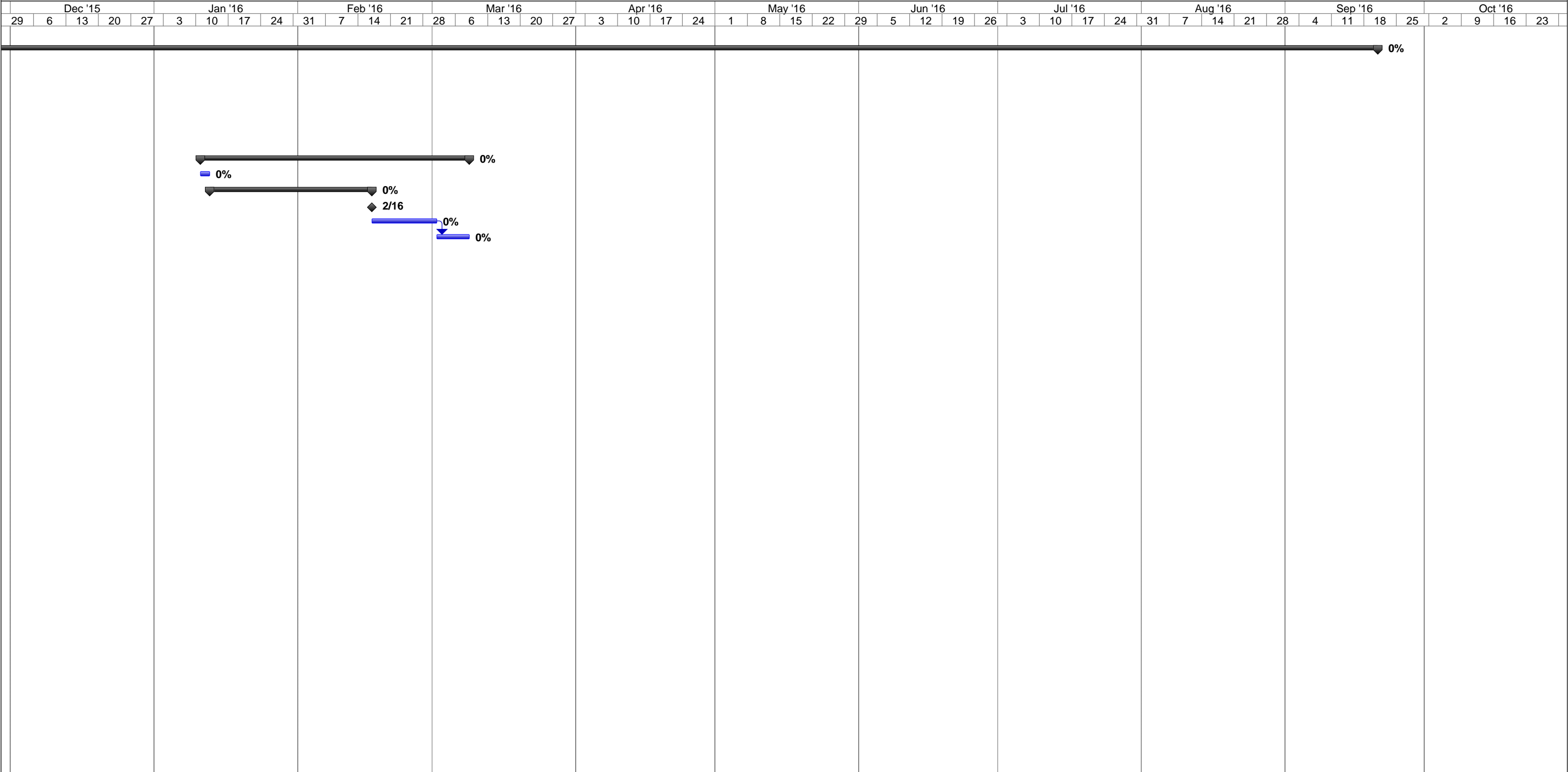






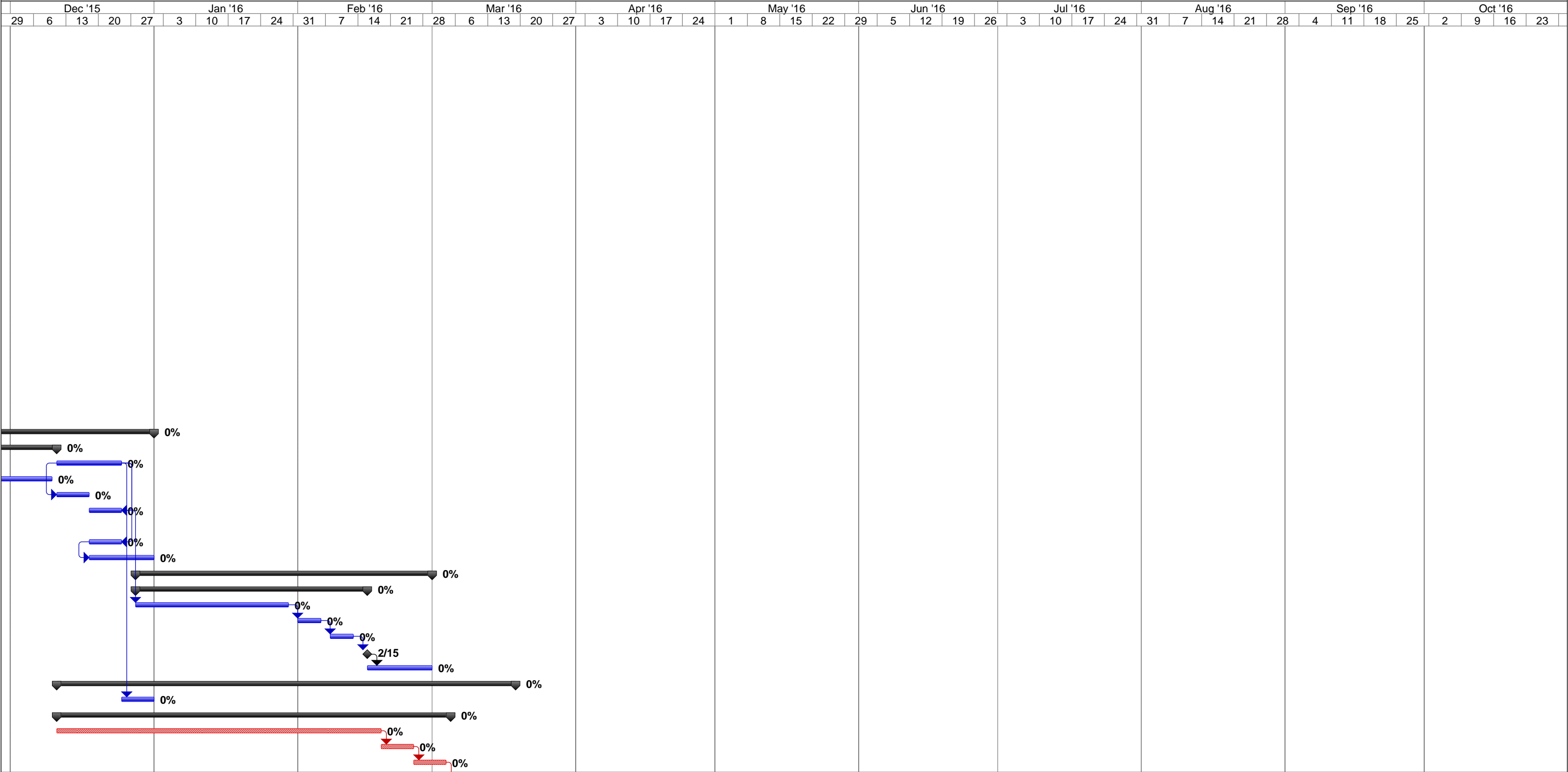
Santan Vista WTP - Phase II Project Expansion to 48 mgd WA070, Contract No. 2015-7009-0496																																	
ID		Task Name	Duration	Start	Finish	Predecessors	Jun '15					Jul '15					Aug '15				Sep '15				Oct '15				Nov '15				
							24	31	7	14	21	28	5	12	19	26	2	9	16	23	30	6	13	20	27	4	11	18	25	1	8	15	
146		Submit to Town/City for Review	0 days	Fri 3/4/16	Fri 3/4/16	145FS+1 day																											
147		Town/City Design (60%) Development (GMP 2) Review	10 days	Mon 3/7/16	Fri 3/18/16	146																											
148		Agency & Utility Coordination	2 days	Mon 3/7/16	Tue 3/8/16	147SS																											
149		CM@R Coordination	5 days	Mon 3/14/16	Fri 3/18/16	147FF																											
150		Final (95%) Docs (GMP 1)	44 days	Tue 3/1/16	Fri 4/29/16																												
151		GMP 1 95% Documents	31 days	Tue 3/1/16	Tue 4/12/16																												
156		GMP 1 95% Documents Review	10 days	Wed 4/13/16	Tue 4/26/16	155																											
157		GMP 1 95% Documents Issue	3 days	Wed 4/27/16	Fri 4/29/16	156																											
158		Construction (90%) Docs (GMP 2)	71 days	Mon 3/21/16	Mon 6/27/16																												
159		Design Comment Resolution	10 days	Mon 3/21/16	Fri 4/1/16	147																											
160		Construction Docs (90%)	51 days	Mon 4/4/16	Mon 6/13/16																												
165		Town/City Design (90%) Development Review	10 days	Tue 6/14/16	Mon 6/27/16	160																											
166		Agency & Utility Coordination	2 days	Tue 6/14/16	Wed 6/15/16	165SS																											
167		CM@R Coordination	5 days	Tue 6/21/16	Mon 6/27/16	165FF																											
168		95% Contract Documents (GMP 2)	62 days	Tue 6/14/16	Wed 9/7/16																												
169		Design Comment Resolution	5 days	Tue 6/28/16	Mon 7/4/16	165																											
170		95% Contract Documents (GMP 2)	30 days	Tue 6/14/16	Mon 7/25/16	164																											
171		Submit to MCESD / Town Planning & Development	0 days	Wed 7/27/16	Wed 7/27/16	170FS+2 day																											
172		MCESD Review	30 days	Thu 7/28/16	Wed 9/7/16	171																											
173		Town of Gilbert Planning & Development Review	30 days	Thu 7/28/16	Wed 9/7/16	171																											
174		Final Contract Documents (GMP 1 & 2)	10 days	Thu 9/8/16	Wed 9/21/16																												
175		Final Contract Documents	10 days	Thu 9/8/16	Wed 9/21/16	168																											
176		CM@R Coordination	10 days	Thu 9/8/16	Wed 9/21/16	175FF																											
177		Use Permit Assistance	20 days	Fri 9/18/15	Thu 10/15/15	116																											
178		Project Management	346 days	Wed 5/27/15	Wed 9/21/16	176FF																											
179		CMAR GMP Development	23 days	Thu 7/28/16	Mon 8/29/16	171																											
183		Council Approval	0 days	Wed 9/14/16	Wed 9/14/16	182FS+12 da																											
184		CMAR NTP	0 days	Wed 9/21/16	Wed 9/21/16	183FS+5 day																											
185		Construction	17 mons	Thu 9/22/16	Wed 1/10/18	184																											
Project: SVWTP Expansion Project Sc Date: Mon 5/4/15		Critical		Task Progress		Summary Progress		Inactive Task		Manual Summary Rollup																							
		Critical Split		Baseline		Summary		Inactive Milestone		Manual Summary																							
		Critical Progress		Baseline Split		Project Summary		Inactive Summary		Start-only																							
		Task		Baseline Milestone		External Tasks		Manual Task		Finish-only																							
		Split		Milestone		External Milestone		Duration-only		Deadline																							
Page 3																																	

<p>Santan Vista WTP - Phase II Project Expansion to 48 mgd WA070, Contract No. 2015-7009-0496</p>
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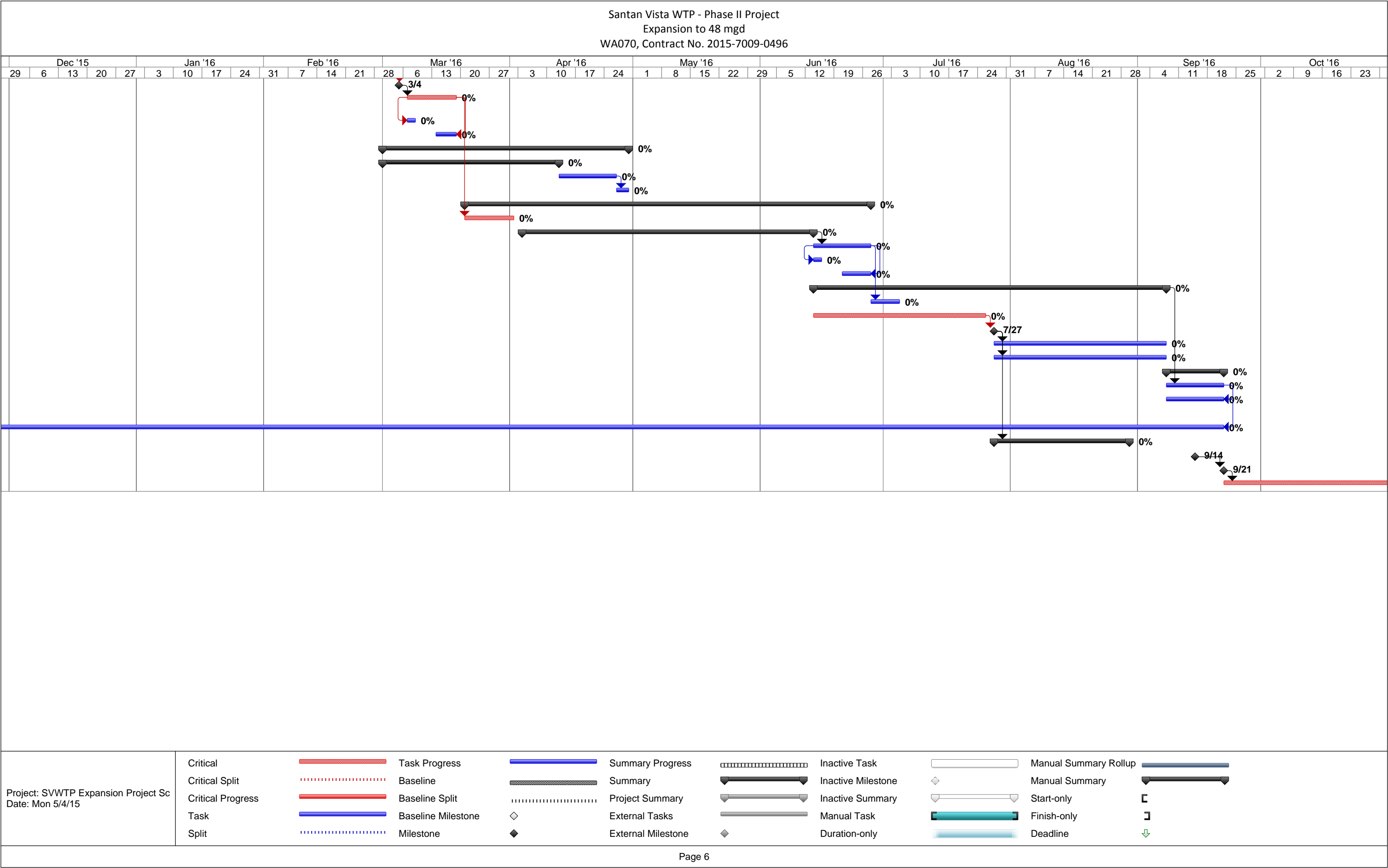


Project: SVWTP Expansion Project Sc Date: Mon 5/4/15	Critical		Task Progress		Summary Progress		Inactive Task		Manual Summary Rollup	
	Critical Split		Baseline		Summary		Inactive Milestone		Manual Summary	
	Critical Progress		Baseline Split		Project Summary		Inactive Summary		Start-only	
	Task		Baseline Milestone		External Tasks		Manual Task		Finish-only	
	Split		Milestone		External Milestone		Duration-only		Deadline	

Santan Vista WTP - Phase II Project  
Expansion to 48 mgd  
WA070, Contract No. 2015-7009-0496



Project: SVWTP Expansion Project Sc Date: Mon 5/4/15	Critical		Task Progress		Summary Progress		Inactive Task		Manual Summary Rollup	
	Critical Split		Baseline		Summary		Inactive Milestone		Manual Summary	
	Critical Progress		Baseline Split		Project Summary		Inactive Summary		Start-only	
	Task		Baseline Milestone		External Tasks		Manual Task		Finish-only	
	Split		Milestone		External Milestone		Duration-only		Deadline	



Gilbert / City of Chandler  
Santan Vista WTP - Phase II  
Design Phase Services  
Level of Effort & Not to Exceed Fee Estimate  
WA070, Contract No. 2015-7009-0496

Task	Description	Principal Project Manager	Asst. PM / Engineering Manager	Principal Process Engineer	Sr. Specialist	Sr. / Project Engineer	Lead Engineer	Staff Engineer	Sr. Architect	Architect	Sr. Structural Engineer	Structural Engineer	Sr. Chemical Engineer	Chemical Engineer	Sr. Mechanical Engineer	Mechanical Engineer	Sr. Electrical Engineer	Electrical Engineer	Sr. Electrical Tech	Sr. I&C Engineer	I&C Engineer	Sr. I&C Tech	Technical Expert & QC	Sr. BIM/CAD	Lead BIM/CAD	Staff CAD	Admin	Total	Total Cost
	PRE-DESIGN																												
100	Project Development & Coordination																											400	\$ 69,470
101	Project Kickoff Meeting	8	20	0	0	16	12	20	0	0	0	0	0	0	0	0	2	0	0	2	0	0	0	0	0	0	2	82	\$ 13,740
102	Data Collection / SVWTP O&M Meeting	4	20	40	0	24	20	20	0	0	0	0	0	0	0	0	2	0	0	2	0	0	0	0	0	0	4	136	\$ 22,760
103	Lessons Learned / Constructability Evaluation Meeting	8	40	0	0	20	24	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	2	96	\$ 17,190	
104	Review and Update of Original Plant Goals	4	20	40	0	20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	86	\$ 15,780	
110	SVWTP Facility Pre-Design																											2246	\$ 347,110
111	Major Facilities Review	8	40	0	0	40	40	80	16	32	16	32	16	0	0	0	16	18	0	28	40	0	22	6	6	12	4	472	\$ 70,480
112	On-Site Raw Water Pipeline Assessment	8	40	0	0	40	24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	0	0	4	124	\$ 21,720	
113	Microturbine Hydropower Evaluation	0	16	0	0	24	0	0	0	0	0	0	0	0	0	0	10	0	0	0	0	8	0	0	0	4	62	\$ 10,530	
114	Hydraulic Evaluation / Computational Fluid Dynamics	2	16	0	48	16	0	40	0	0	0	0	0	0	0	0	0	0	0	0	0	12	4	4	8	4	154	\$ 24,740	
115A	Finished Water Storage Evaluation	8	12	0	0	24	16	28	0	0	0	0	0	0	0	0	0	0	0	0	12	4	4	8	4	120	\$ 18,600		
115B	Chandler Finished Water Pump Station Evaluation	8	24	0	40	28	32	40	0	0	0	0	0	0	0	0	0	0	0	0	20	4	4	8	4	212	\$ 34,400		
116	Washwater Equalization Basin Evaluation	2	20	0	0	24	12	28	0	0	8	24	0	0	0	0	0	0	0	0	8	4	4	8	4	146	\$ 21,820		
117	Solids / Residuals Handling Evaluation	8	40	0	0	52	40	72	16	34	20	34	12	0	8	16	16	20	0	28	32	0	26	4	4	8	4	494	\$ 74,350
118	Electrical Power Systems Review	0	8	0	0	16	0	0	0	0	0	0	0	0	0	0	40	40	10	16	0	0	0	14	30	60	4	238	\$ 31,550
119	Asset Management System Integration	8	32	0	80	20	0	0	0	0	0	0	0	0	0	0	0	0	0	32	0	0	8	40	0	4	224	\$ 38,920	
200	Basis of Design																											2390	\$ 345,560
201	Basis of Design Report	12	48	0	0	100	120	200	14	40	44	98	18	32	12	28	40	80	120	76	124	200	68	24	31	81	20	1630	\$ 222,160
202	BOD Review	2	12	0	0	16	0	20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	50	\$ 8,060	
203	Geotechnical Investigation	0	12	0	0	16	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	38	\$ 6,180	
204	Surveying and Topographic Drawing	0	16	0	0	16	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	40	\$ 6,800	
205	Architectural Concepts	2	16	0	0	20	0	0	12	24	0	0	0	0	0	0	0	0	0	0	0	8	8	8	8	2	100	\$ 14,960	
206	Agency Coordination	0	20	0	0	16	0	20	0	0	0	0	0	0	0	8	0	0	8	0	0	0	0	0	0	4	76	\$ 12,160	
207	Early Start-Up Planning	6	16	0	0	12	12	12	0	0	0	2	0	0	8	0	8	0	4	0	0	0	0	0	0	0	72	\$ 12,200	
208	Engineer's Opinion of Probable Total Project Cost	2	30	0	0	110	20	20	2	0	4	0	2	0	0	8	0	0	8	0	0	8	8	8	8	8	0	230	\$ 36,360
209	CMAR Contractor Integration	20	32	0	0	36	20	0	4	0	4	4	2	0	0	4	0	0	8	0	0	8	16	0	0	4	154	\$ 26,680	
300	Preliminary Design																											5772	\$ 793,550
301	Preliminary (30%) Design	60	240	0	0	320	120	360	26	80	62	250	60	60	24	80	72	180	200	170	260	360	76	330	342	800	32	4564	\$ 607,990
302	Agency and Utility Coordination	0	12	0	0	12	0	20	4	0	4	0	0	0	0	4	0	0	4	0	0	0	0	0	0	4	64	\$ 9,900	
303	30% Design Review	0	12	0	0	12	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	20	0	2	54	\$ 7,940	
304	Engineer's Opinion of Probable Total Project Cost	2	20	0	0	172	40	40	4	0	4	0	4	0	0	8	0	0	8	0	0	0	40	60	0	0	402	\$ 60,160	
305	GMP 1 Package Identification	2	8	0	0	4	0	8	0	0	0	0	4	0	0	4	0	0	0	0	0	0	0	0	0	0	30	\$ 5,040	
306	Code Study Update	2	12	0	0	16	0	16	2	0	4	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	56	\$ 9,120	
307	Drainage Design Update	0	12	0	0	20	0	40	0	0	0	0	0	0	0	0	0	0	0	0	0	12	16	0	0	100	\$ 14,340		
308	CMAR Coordination	20	20	0	0	30	16	24	4	0	16	20	4	0	4	0	8	0	8	0	0	0	20	0	0	4	198	\$ 32,060	
309	30% Design Value Engineering Evaluations	16	20	0	0	80	24	16	4	0	20	40	4	0	0	8	20	0	8	20	0	0	20	0	0	4	304	\$ 47,000	
310	Design Development																											5612	\$ 772,840
311	Design Comment Resolution	2	30	0	0	20	12	28	4	0	8	20	4	0	0	8	8	0	8	0	0	0	0	0	0	0	0	152	\$ 23,920
312	Construction (90%) Documents (GMP 1)	0	20	0	0	24	0	0	0	0	0	32	16	0	0	12	24	0	0	0	0	0	0	0	0	12	140	\$ 20,900	
313	Design (60%) Development (GMP 2)	40	240	0	0	260	100	300	42	100	140	390	66	60	34	92	72	220	280	174	200	248	116	330	344	700	60	4608	\$ 617,680
314	Agency and Utility Coordination	2	16	0	0	24	0	12	4	0	4	0	2	0	4	0	4	0	0	4	0	0	0	0	0	4	80	\$ 13,020	
315	Design Development Review	2	8	0	0	16	0	32	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	20	0	2	80	\$ 11,400	
316	CMAR Coordination	4	20	0	0	20	16	24	4	0	8	0	4	0	2	8	8	12	0	8	0	0	20	0	0	4	162	\$ 24,820	
317	60% Design Value Engineering Evaluations	16	20	0	0	80	24	16	4	0	20	40	4	0	0	8	20	0	8	20	0	0	20	0	0	4	304	\$ 47,000	
318	Start-up Planning	2	20	0	0	16	0	20	0	0	8	0	4	0	0	0	8	0	0	4	0	0	0	4	0	0	86	\$ 14,100	
320	Construction Documents																											4676	\$ 638,720
321	Design Comment Resolution	2	20	0	0	20	12	28	4	0	12	0	4	0	0	8	0	0	8	0	0	0	0	0	0	0	118	\$ 18,940	
322	Final (95%) Documents (GMP 1)	0	16	0	0	20	0	0	0	0	0	12	12	0	0	12	16	0	0	0	0	0	0	0	12	100	\$ 14,900		
323	Construction (90%) Documents (GMP 2)	20	200	0	0	260	140	300	42	100	126	412	56	60	32	100	80	260	400	110	200	160	92	200	200	510	60	4120	\$ 551,460
324	Agency and Utility Coordination	2	16	0	0	24	0	12	4	0	4	0	4	0	4	0	4	0	4	0	0	0	0	0	0	4	82	\$ 13,320	
325	Design Development Review	2	8	0	0	16	0	32	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	20	0	2	80	\$ 11,400	
326	CMAR Coordination	20	20	0	0	20	16	24	4	0	8	0	8	0	4	0	8	12	0	8	0	0	20	0	0	4	176	\$ 28,700	
330	Final Contract Documents																											3246	\$ 433,320
331	95% Contract Documents (GMP 2)	16	40	0	0	80	20	120	16	56	42	120	36	40	12	24	80	200	360	52	80	36	68	120	120	262	40	2040	\$ 266,030
332	Final Contract Documents (GMP 1 & 2)	8	24	0	0	60	20	80	8	20	24	60	20	20	12	20	32	120	180	34	40	12	0	20	20	48	20	902	\$ 119,970
333	CMAR Coordination / Bid Assistance	24	24	0	0	60	20	40	4	0	8	0	4	0	4	8	16	40	0	12	20	0	0	0	12	0	8	304	\$ 47,320
400	Use Permit and Design Review Board Assistance																											128	\$ 20,720
401	Use Permit Assistance	4	16	0	0	16	0	20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	60	\$ 9,720	
402	Design Review Board Application	4	16	0	0	16	0	20	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	68	\$ 11,000	
500	Project Management																											1186	\$ 202,920
501	Project Execution Plan	0	20																										



## Council Communication

**TO:** Honorable Mayor and Councilmembers  
**FROM:** John Glorioso, IT Administrator, 503-6335  
**MEETING DATE:** May 14 2015  
**SUBJECT:** Purchase of Public Safety Radios from Motorola

**STRATEGIC INITIATIVE:** Infrastructure

Replace public safety radios and equip new public safety vehicles.

### **RECOMMENDED MOTION**

Authorize expenditure utilizing contract 2015-1105-0447 with Motorola Solutions to provide Public Safety two way radios for an amount not to exceed \$163,495.

### **BACKGROUND/DISCUSSION**

The Town of Gilbert utilizes State of Arizona Contract ADSP013-036880 to purchase radios through linking contract 2015-1105-0447 with Motorola Solutions. The purchase of these radios will bring the amount associated with this contract in this fiscal year to \$163,495.

Public safety radios are used by the Park Rangers, Police and Fire and Rescue Departments. The radios are able to operate on Topaz Regional Wireless Cooperative (TRWC) 800MHz network as well as conventional VHF operations. The radios purchased for Fire Operations will allow firefighters to carry one radio instead of two.

The contract was reviewed for form by Attorney Jack Vincent.

The contract was reviewed by Douglas Boyer, Purchasing Administrator.

## **FINANCIAL IMPACT**

Expenditures to date in FY2015 for Motorola Solutions, for contract 2015-1105-0447, total \$84,713. Information Technology has received a quote for the necessary radios for the Fire and Rescue Department totaling \$78,782. With this purchase, the total amount spent with this vendor will exceed the \$100,000 threshold as outlined in the Town of Gilbert codes.

Sufficient budget exists for this purchase in account 110100.11050200.5390.

The financial impact was reviewed by Laura Lorenzen, Management and Budget Analyst.

## **STAFF RECOMMENDATION**

Staff recommends approval of expenditure utilizing contract 2015-1105-0447 with Motorola Solutions to provide Public Safety two way radios for an amount not to exceed \$163,495.

Respectfully submitted,

John Glorioso  
IT Administrator

**Approved By**

Mark Kramer  
Michael Hamblin  
Laura Lorenzen  
Douglas Boyer

**Approval Date**

5/4/2015 9:07 AM  
5/4/2015 9:36 AM  
5/4/2015 1:52 PM  
5/5/2015 11:31 AM



PURCHASE ORDER CONTRACT  
(State of Arizona Bid List)  
Contract No. 2015-1105-0447

This Purchase Order Contract is made and entered into by and between the Town of Gilbert, Arizona, a municipal corporation, hereinafter designated as the "Gilbert" and Motorola Solutions, hereinafter designated as the "Contractor."

**RECITALS:**

- A. Contractor has contracted with the State of Arizona to provide Two-Way Radios equipment and supplies pursuant to State Contract No. ADSP013-036880 and any amendments approved by the State; and
- B. Pursuant to A.R.S. § 41-2631 et seq. and Gilbert Municipal Code § 2-357, Gilbert has authority to utilize state cooperative purchasing contracts and engage contractors under the terms thereof.

**CONTRACTOR AND TOWN, FOR THE CONSIDERATION HEREINAFTER  
SET FORTH, PROMISE, COVENANT AND AGREE AS FOLLOWS:**

1. **Scope of Work.** Contractor shall provide the items listed in the Purchase Order(s) submitted by Gilbert in accordance with the State Contract # ADSP013-036880 documents as set forth on the State Procurement website, <https://procure.az.gov> as may be amended from time to time.
2. **Specific Requirements of Gilbert.** Contractor shall comply with all specific purchase and delivery requirements and/or options of Gilbert, as specified in the Purchase Order submitted to Contractor.
3. **Payment.** Payment to the Contractor for the services or supplies provided shall be made in accordance with the price list and terms set forth in the State Contract.
4. **Terms of State Contract Apply.** All provisions of the State Contract documents, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein.
5. **Certificates of Insurance.** All insurance provisions of the State Contract shall apply, including without limitation, the requirement to name all agencies eligible to use the State Contract as an additional insured. Prior to commencing work under this Contract, Contractor shall furnish Gilbert with a copy of the current Certificates of Insurance required by the State Contract.

6. Term; Renewal. This Purchase Order Contract shall commence upon approval and continue through September 30, 2015. All Purchase Orders must be issued by Gilbert prior to expiration or termination of the underlying State Contract. The contract shall automatically renew coterminous with the underlying State Contract term. Any renewal shall be contingent on funds being appropriated or budgeted for the renewal term.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this  
19<sup>TH</sup> day of OCTOBER, 2014.

TOWN OF GILBERT:

By:

Douglas E. Roper  
PURCHASING ADMINISTRATOR

ATTEST:

~~Town Clerk~~

APPROVED AS TO FORM:

L. Michael Hamblin Jack A. Vincent  
Assistant Town Attorney

CONTRACTOR:

By:


Title:

Larry Mabry  
MSSSI Vice President & Director Sales

**EXHIBIT A**  
**CONTRACT OF STATE OF ARIZONA**  
**036880**

Contract No. ADSP013-036613 (4 pages)

Bid Documents, including Vendor's bid (incorporated by reference into the Contract) (1 page)

	<b>Offer and Acceptance</b>		<b>State of Arizona</b> <b>State Procurement Office</b> 100 N. 15 <sup>th</sup> Ave., Suite 201 Phoenix, AZ 85007
	SOLICITATION NO.: ADSP013-00002133	PAGE 1	
	OFFEROR: Motorola Solutions, Inc.	OF 1	

### OFFER

#### TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Arizona Transaction (Sales) Privilege Tax License No.:

07-041255-P

Federal Employer Identification No.:

36-1115800

Phone:

602-760-4300

Fax:

602-760-5165

Motorola Solutions, Inc

Company Name

2900 South Diablo Way, Suite 150

Address

Tempe, Arizona 85282

City

State

Zip

[Signature]  
Signature of Person Authorized to Sign Offer

Larry Mabry

Printed Name

Motorola Solutions Sales and Services, Inc. Vice President

Title

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization IS IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.
5. In accordance with A.R.S. §§ 35-393, the offeror hereby certifies that the Offeror does not have scrutinized business operations in Iran.
6. In accordance with A.R.S. §§ 35-391, the offeror hereby certifies that the Offeror does not have scrutinized business operations in Sudan.

### ACCEPTANCE OF OFFER

The Offer is hereby accepted.


The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No. AA03-035.P10. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

State of Arizona  
Awarded this

29<sup>th</sup> day of November 20 12

[Signature]  
Procurement Officer

	<b>Two-Way Radio Contract</b>		<b>State of Arizona</b> <b>State Procurement Office</b> 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: ADSP013-036880	PAGE 1	
	Description: Two-Way Radios	OF 41	

## INTRODUCTION


The State of Arizona comprised of 107 Agencies, Boards, Commissions (the State); including members of the State of Arizona Purchasing Cooperative, have an ongoing requirement for Land Mobile Radio (LMR) two-way radios subscriber equipment, peripherals, accessories, and repairs, and base station infrastructure components; including but not limited to conventional, digital, and trunked radio equipment, component parts; and repair parts and factory service.

The solicitation shall describe the State's requirements and minimum technical specifications for the equipment the State wishes to purchase under the resultant contract(s). The following types of equipment are required by the State:

- **Analog & Digital Vehicular Mounted Mobile Radio Equipment:** Various types of vehicular-mounted mobile radio equipment for VHF, UHF, and 700/800 MHz trunked and conventional, analog and digital radio equipment.
- **Mobile Data Radio Vehicular Mounted Equipment:** UHF or 700/800 MHz mobile digital data link radios
- **Desk-top Analog & Digital Base Station Radio Equipment:** High-quality VHF, UHF, and 700 MHz, 806-869 MHz, conventional, and 700/800 MHz trunked, multi-channel base/control stations using phase/frequency or digital modulation.
- **Analog & Digital Personal/Portable Radio Equipment:** Various types VHF, UHF, and 700/800 MHz, conventional and trunked personal/portable radio transceivers.
- **Analog & Digital Motorcycle Rear-mount Radios:** A 160 channel, two-piece, VHF High-band (150-170 MHz), 450-470 MHz UHF, and 806-869 MHz, all solid-state motorcycle radio for use in Arizona's radio communications systems.
- **Low power Vehicular Repeater:** VHF, UHF, and 700/800 MHz in-vehicle mounted repeater, for attachment to the vehicle's mobile radio and extending the range of the user's portable radio.
- **Multi Band Radios:** Mobile and portables capable of operating on more than one public safety band.
- **Base/Mobile Relay Station Fixed Radio Equipment:** VHF High-band (150-174 MHz), UHF 450-470 MHz, 700 MHz (746-806 MHz), and 800 MHz (806-824/851-869 MHz) continuous duty, mobile relay/base station equipment using phase, frequency, or digital modulation.
- **Fixed Link Base Radios:** VHF, UHF, and 700/800 fixed radios for site to site linking.
- **Communications Service Monitors:** Communications Service Monitors for use in the maintenance of Arizona's radio communications systems.

The following are definitions of terminology as they apply to the State's requirements as stated in this solicitation:

- **VHF (High-band):** means 150-174 MHz, additional coverage desirable but not required
- **UHF:** means 450-470 MHz, additional coverage desirable but not required.
- **700/800:** means radios capable of operation across the complete 700 and 800 MHz public safety band (769-869)
- **800:** means radios capable of operating on FCC designated Public Safety LMR channels above 806 MHz
- **Narrowband:** radios meeting FCC 12.5 KHz channel widths and meeting the mask requirements of FCC Part 90.210d..
- **TDMA:** Time Division Multiple Access as applies to P25 Phase II, or Open Sky.
- **P25:** Project 25 per TIA standards AA102 etal
- **High Tier Subscriber Equipment:** means radios designed for Public Safety applications with the highest transmitter and receiver performance specifications: Frequency Stability, Hum and Noise, Spurious Emissions, High Power; Receive Adjacent Channel Selectivity, Spurious and Intermodulation Rejection. Available features like: P25 conventional and trunking operations FDMA – TDMA, high channel / talk group count (1000+), AES / DES encryption, MultiKey, OTAR, OTAP, multiple display options, including multi-line alpha-numeric, keypad; Meets Mil Spec 810 C/D/E/F.

	<h2>Two-Way Radio Contract</h2>		<p style="text-align: center;"> <b>State of Arizona</b>  <b>State Procurement Office</b>          100 N.15th Ave., Suite 201          Phoenix, AZ 85007       </p>
	Solicitation No.: ADSP013-036880	PAGE 2	
	Description: Two-Way Radios	OF 41	

- **Mid-Tier Subscriber Equipment:** means radios designed for Public Safety applications with good transmitter and receiver performance specifications: Frequency Stability, Hum and Noise, Spurious Emissions, Mid Power; Receive Adjacent Channel Selectivity, Spurious and Intermodulation Rejection. May include features like: P25 trunk and conventional operations, reduced channel / talk group count (100+), Encryption; Meets Mil Spec 810 C/D/E/F. High-Tier performance specifications apply unless otherwise listed.
- **Low Tier Subscriber Equipment:** means radios designed for Business & Industry applications with good transmitter and receiver performance specifications for: Hum and Noise, Spurious Emissions; Receive Adjacent Channel Selectivity, Spurious and Intermodulation Rejection, Mid Power & reduced channel count; Meets Mil Spec 810 C/D/E/F.

### 1. GENERAL TECHNICAL SPECIFICATIONS


#### 1.1 Radio Standards.

The radio equipment provided by the contractor shall meet or exceed EIA, TIA, FCC, IEEE and NEMA requirements, standards, specifications, practices and/or procedures current at the time of contract award. All equipment will be FCC Type Approved for class of service specified. The measurement procedures and performance standards for land mobile radio equipment specified herein shall comply with the TIA/EIA-603 standards. Standards for equipment employing digital C4FM or CQPSK modulation shall comply with the TIA/EIA-102 standards.

#### 1.2 Transmitter Characteristics.

Transmitter shall use only solid-state active components. Synthesizing techniques of frequency generation are required for all but the Low-Tier models. Each Low-Tier unit will have a solid state sub-audible tone encoder.

- 1.2.1 Operating Frequency: The transmitter shall be factory supplied and aligned to the specific RF frequencies given in the purchase order.
- 1.2.2 Transmitter Standards: The transmitter shall meet or exceed the minimum standards as set forth in EIA/TIA Standard RS-152B. Where the requirements of the State's specifications are more stringent than those of the EIA, the State's specifications shall apply. The transmitter shall comply with all FCC Rules and Regulations in effect on the date of issuance of the purchase order.
- 1.2.3 System Modulation, Narrowband:
  - 1.2.3.1 High-Tier: VHF/UHF/700/800: Analog - 11K2F3E / (800 -16K0F3E); Digital - 8K11F1E, and others in compliance with FCC efficiency standards.
  - 1.2.3.2 Low Tier: VHF or UHF 450 MHz: +/-2.5 KHz (11K2F3E)
- 1.2.4 Audio Frequency Harmonic Distortion:
  - 1.2.4.1 High-Tier: All Bands: Less than 3% at 1000 Hz and 60% maximum deviation
  - 1.2.4.2 Low Tier: All Bands: Less than 5% at 1000 Hz and 60% maximum deviation.
- 1.2.5 Carrier Frequency Stability: Radios offered under this contract shall meet or exceed the FCC stability requirements listed under 47CFR90.213 and 47CFR90.539. High-Tier radios are expected to exceed these specifications as applicable. All units will be priced and sold meeting these specifications.
- 1.2.6 Frequency Spread: Per Band definition; with no degradation in power output
- 1.2.7 RF Output Impedance: 50 ohms
- 1.2.8 Time-out Timer Circuit: The transmitter shall be equipped with an adjustable time-out timer circuit that will turn off the transmitter after continuous transmitting. An audio tone shall be provided that will alert the operator that the transmitter has been timed out. Releasing the microphone push-to-talk button shall instantly reset the timer.

	<b>Two-Way Radio Contract</b>		<b>State of Arizona State Procurement Office</b> 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: ADSP013-036880	PAGE 3	
	Description: Two-Way Radios	OF 41	

- 1.2.9 Continuous Tone Encoder: The conventional (non-trunked) transmitter shall be supplied with the capability to generate up to 32 sub-audible tones to modulate the transmitter for the full duration of all transmissions. The tone generators shall be designed for continuous operation with total harmonic distortion less than 10%. The tone encoder shall conform to all standards of EIA/TIA Standard RS-220A. There shall be available twenty (20) narrow band tone channels between 100.0 and 192.8 Hz inclusive (of Groups A and B) in accordance with EIA/TIA Standard RS-220A for continuous tone-controlled squelch systems.

The frequency of the sub-audible tone generator shall be controlled by a solid-state tone network or be software based and shall be maintained within +/- 0.5% of its specified frequency over the temperature range of -30 degrees C to +60 degrees C.

The transmitter unit shall transmit a special sub-audible tone burst upon release of the push-to-talk switch. This burst shall last 160 +/- 40 msec. and be the same frequency as the regular tone supplied for a particular channel but out of phase by 180 +/-60 degrees from the previously transmitted tone. This circuitry shall be explicitly designed for the elimination of receiver "squelch tail."

- 1.2.10 Final Amplifier Protection: The transmitter output stage shall be protected from burnout due to excessive antenna VSWR. No damage shall result when the transmitter is subjected to a short or open circuit antenna output during continuous keying for a one minute period.

### 1.3 Receiver Characteristics.

The receiver shall be completely solid-state, utilizing only high-quality transistors, integrated circuits, diodes, and other solid-state devices. The receiver shall be rated for continuous operation. A channel scanning feature with selectable priority may be listed as a separate option.

- 1.3.1 Operating Frequency: Per the band definitions.

- 1.3.2 Receiver Standards: The receiver shall meet or exceed the "minimum standards" as set forth in EIA/TIA Standard RS-204C. Where the requirements of the State's specification are more stringent than those of the EIA/TIA, the State's specifications shall apply. Definitions, standards, and methods of measurements shall conform to EIA/TIA Standard RS-204C, unless specifically described otherwise.

#### 1.3.2.1 EIA 12 dB SINAD Sensitivity:

- High-Tier: All Bands: 0.25 microvolt or better, Analog
- Mid-Tier: All Bands: 0.3 microvolt or better, Analog
- Low-Tier: All Bands: 0.35 microvolt or better, Analog

#### 1.3.2.2 RF Input Impedance: 50 ohms


#### 1.3.3 Squelch Circuitry:

The conventional analog (non-trunked) receiver shall be supplied with carrier squelch and tone-coded squelch capability for a minimum of 32 CTCSS tone frequencies. The tone frequencies will be specified in the State purchase order.

Tone decode circuitry shall be the sub-audible CTCSS type as described in EIA/TIA Standard RS-220A and shall meet all specifications of RS-220A.

There shall be two modes of operation, to be selected at the will of the operator. These are:

- **Carrier squelch operation--** The receiver squelch opens for any sufficiently strong on-frequency RF carrier; and
- **Tone-coded squelch and carrier squelch operation-** The receiver is muted until the incoming on-frequency RF carrier is modulated by the proper continuous sub-audible tone and the on frequency RF carrier is sufficiently strong to break squelch as determined by the carrier squelch adjustment control. This "and" squelch condition shall remain

	<b>Two-Way Radio Contract</b>		<b>State of Arizona</b> <b>State Procurement Office</b> 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: ADSP013-036880	PAGE 4	
	Description: Two-Way Radios	OF 41	

continuous for the duration of carrier reception. Selection of the mode of operation shall be made by manual switch control.

- 1.3.3.1 Carrier Actuated Squelch Circuit: The carrier actuated squelch shall be of the adjustable sensitivity type with a continuously variable control. The squelch circuit shall be designed to not respond to noise bursts
- 1.3.3.2 Tone Actuated Squelch Circuits: The tone actuated squelch circuit shall conform to all standards of EIA/TIA Standard RS-220A. Continuous presence of the proper modulating tone shall be required to keep the squelch open when in the carrier squelch and tone-coded squelch mode of operation.
- 1.3.3.3 Tone Squelch Characteristics
  - Tone deviation shall not exceed 10% of the peak system deviation. A tone signal 3% removed from the frequency of the proper tone shall not operate the squelch circuit, regardless of the level recovered at the discriminator.
  - The tone modulation shall be filtered from the voice signal such that with tone deviation set at 20% of the peak system deviation, the tone fundamental frequency shall be at least 30 dB below the level of a 1000 Hz tone transmitted at 2/3 rated system deviation with the receiver adjusted for maximum rated audio output.
  - The tone squelch circuit shall respond by squelching the receiver within 160 +/-40 msec. of a tone burst 180 +/-60 degrees out of phase with the previous tone. This circuitry shall be explicitly designed to eliminate receiver "squelch tail."

#### 1.4 Transceiver Unit Specifications:

- 1.4.1 Antenna Switching. Antenna switching must be accomplished by a hermetically sealed relay switch or some other reliable mechanical or electrical means.
- 1.4.2 Environmental Standards. All equipment provided under this specification shall be tested to, and conform to, the requirements of Mil Std 810C/D/E for shock, vibration, humidity, dust, salt, fog, and other weather conditions.

#### 1.5 Trunking Operation Option

- 1.5.1 High-Tier.  
Trunked radio options will be considered. Any such **analog** trunked radio shall meet the same technical RF specifications as the conventional model. Analog trunked radios shall conform to APCO 16 protocols. Digitally trunked radios should be of the same model line as the conventional radio, and shall be fully compatible with the P25 TIA/EIA Phase I Standard for FDMA, or the TDMA P25 Phase II or Open Sky Public Safety Trunking.
- 1.5.2 Low-Tier  
Trunked radio options will be considered. Any such trunked radio shall meet the same technical RF specifications as the conventional model.
- 1.5.3 Auxiliary Test Equipment.  
Associated test equipment such as plug-in service meters, computer interface cables/boxes, and test bench control set-ups may be offered. Any designated service meter should be compatible with the transceiver metering socket(s) and have scale calibrations consistent with the readings called for in the service manual.  
  
The test-bench control set-up shall include the proper style control heads, speaker, microphone, metering panel, and interconnecting cabling at least 6 feet in length. A price shall be included for an optional frequency programmer and software.

## 2. ANALOG & DIGITAL VEHICULAR MOUNTED MOBILE RADIO EQUIPMENT:

### 2.1 Model Specifications





## Two-Way Radio Contract

Solicitation No.: ADSP013-036880

PAGE  
5

Description: Two-Way Radios

OF  
41

State of Arizona  
State Procurement Office  
100 N.15th Ave., Suite 201  
Phoenix, AZ 85007

2.1.1 High-Tier, Mid-Tier The following specification describes various types of vehicular-mounted mobile radio equipment. These radios may be either one-piece (dash mount) or two-piece (remote mount). These radios are: VHF High-band, UHF and 700/800 MHz radios capable of analog conventional and trunked; and digital conventional and trunked radio operation.

2.1.2 Low-Tier The following specification describes various types of vehicular-mounted mobile radio equipment; High-band VHF, UHF, and 800 MHz. These radios may be either one-piece (dash mount) or two-piece (remote mount).

### 2.2 Electrical Specifications:

The equipment shall be designed to operate from a nominal 12 volt negative ground vehicle electrical system. Adequate overload and reverse polarity protection shall be provided. Control circuits shall be arranged so that the vehicle ignition switch will disable both the transmitter and receiver when in the OFF position, but allow operation when in the ACCESSORY position.

### 2.3 Transmitter Characteristics:

The transmitter shall be of modern solid state design.

#### 2.3.1 Carrier Power Output Rating: (all minimum intermittent power at 20% duty cycle)

2.3.1.1 High-Tier VHF: 40 watts or, 50-110 watts, adjustable  
UHF: 40 watts or 50-100 watts, adjustable  
700-800 MHz Trunked: 10-30 Watts

2.3.1.2 Low-Tier VHF: 25 Watts minimum, adjustable  
UHF: 25 Watts minimum, adjustable  
700-800 MHz: 15 Watts minimum, adjustable

2.3.1.3 Conducted and Radiated Spurious Emission Attenuation:

2.3.1.4 High-Tier -75 dB or greater

2.3.1.5 Mid-Tier -70 dB or greater

2.3.1.6 Low Tier -55 dB or greater

#### 2.3.2 Audio Frequency Harmonic Distortion:

2.3.2.1 High-Tier - All Bands: Less than 3% at 1000 Hz and 60% maximum deviation

2.3.2.2 Low Tier - All Bands: Less than 5% at 1000 Hz and 60% maximum deviation

#### 2.3.3 FM Hum and Noise Attenuation:

2.3.3.1 High-Tier -40 dB (12.5 KHz)

2.3.3.2 Low Tier -35 dB (12.5 KHz)


### 2.4 Receiver Standards.

The receiver shall meet or exceed the "minimum standards" as set forth in EIA/TIA Standard RS-204C. Where the requirements of the State's specification are more stringent than those of the EIA/TIA, the State's specifications shall apply. Definitions, standards, and methods of measurements shall conform to EIA/TIA Standard RS-204C, unless specifically described otherwise.

#### 2.4.1 Adjacent Channel Selectivity Desensitization

2.4.1.1 High-Tier -70 dB or better (12.5 KHz)

2.4.1.2 Mid-Tier -65dB or better (12.5 KHz)

	<h2>Two-Way Radio Contract</h2>		<p style="text-align: center;"> <b>State of Arizona</b>  <b>State Procurement Office</b>          100 N.15th Ave., Suite 201          Phoenix, AZ 85007       </p>
	Solicitation No.: ADSP013-036880	PAGE 6	
	Description: Two-Way Radios	OF 41	

2.4.1.3 **Low-Tier** -60 dB or better (12.5 KHz)

2.4.2 **Spurious Response Attenuation:**

2.4.2.1 **High-Tier** -80 dB, or better (12.5 kHz)

2.4.2.2 **Low-Tier** -70 dB, or better (12.5 kHz)

2.4.3 **Intermodulation Spurious Attenuation:**

2.4.3.1 **High-Tier** -80 dB, or better (12.5 kHz)

2.4.3.2 **Low-Tier** -70 dB, or better (12.5 kHz)

2.4.4 **Audio Power Output:**

2.4.4.1 **High-Tier** 10 watts minimum, 3% maximum distortion

2.4.4.2 **Low-Tier** 7.5 watts minimum, 5% max. dist., external speaker

2.5 **Transceiver Unit Specifications:**

2.5.1 **Power Requirements.** The unit shall draw less than 1.0 amp of current with the receiver and transmitter in a quiescent "ON" condition. The transmitter/receiver shall be a complete integral unit with all previously specified items, including AF or RF power amplifier built internally into the transceiver unit.

3.5.2 **Physical Construction**

- The complete transmitter and receiver combination shall be mounted in a single housing.
- The housing shall be furnished in enamel or lacquer over a non-ferrous plating of A-N standard chrome type metal primer or equal.
- The housing shall be of steel or equivalent construction and not louvered, to inhibit the entrance of dust and other foreign matter. A locking device shall be used to prevent the unit from being removed from its mounting by unauthorized personnel.
- All interconnection cabling between the transmitter, receiver, and power supply shall be accomplished internally in the equipment housing. With exception of the power, control, and antenna cabling, there shall be no external connections or cabling on the equipment housing.
- All frequency determining elements in the transmitter and receiver shall have a locking or clamping device to ensure permanent connection during operation.
- The maximum transmitter/receiver dimensions shall not exceed 2.5" x H x 7.0" W x 13.0" L. All but the High-Tier Model must weigh less than 8.5 lbs. The complete mobile unit shall be capable of normal operation when mounted in any physical position.

2.5.2 **Interconnecting Cables.** All cables and wires shall be furnished to interconnect the radio set with its accessories and the vehicle's electrical system. Cables shall be insulated, waterproofed and equipped with appropriate connectors. All plug-in connectors shall be of the heavy-duty type and shall be provided with threaded coupling rings or other substantial fool proof locking devices to prevent accidental disconnect.

2.6 **Supplied Components:** The vendor shall supply all necessary components such as cased permanent magnet type loud speaker, combination transmitter/receiver, separate control head, a palm -type microphone, all ROMS, necessary control, power and cables, and all required mounting hardware as part of the Low-Tier transceiver package.

2.6.1 **Microphone and Control Head**

- A palm-type dynamic low impedance microphone with preamplifier and spring clip shall be supplied with each mobile unit. The microphone shall be ruggedly constructed to withstand the severe usage of mobile operations and shall have a push-to-talk switch mounted on the microphone housing. The microphone shall be provided with a



## Two-Way Radio Contract

Solicitation No.: ADSP013-036880

PAGE  
7

Description: Two-Way Radios

OF  
41

State of Arizona  
State Procurement Office  
100 N.15th Ave., Suite 201  
Phoenix, AZ 85007

nominal 4 ft. length self-retracting coil type cord. A separate matching control head (not part of the microphone) including all controls required for operation of the transmitter/receiver equipment shall be furnished as part of the equipment.

- The control head for a 2 piece control unit shall be capable of mounting on the vehicle dash or floorboard and a suitable inter-cabling kit shall be provided to interconnect the control head and the transmitter/receiver equipment. The control cable to be supplied shall be at least 20 feet in length and shall not have any intermediate junction boxes or barrier strips.
- The control head shall incorporate as a minimum:
  1. An ON and OFF switch.
  2. An indicator lamp to indicate that the radio is on.
  3. A squelch sensitivity control.
  4. Tone squelch disable switch, which may be located on the microphone hang-up brackets.
  5. A volume control button or knob. (Clockwise Volume increase)
  6. A red light that illuminates when the transmitter push-to-talk switch is activated.
  7. Channel (Talk Group) selection control switch or knob.
  8. Scan switch with channel priority select.
  9. (High-Tier/ Mid-Tier Requirement only) A LCD alphanumeric readout display for channel information.
- All indicator lights shall be LED or LCD, or some other proven long-life illumination device (30,000 hour average life or better for High-Tier, 10,000 hour average life or better for all other models). All background lighting shall be diffused and non-glaring, with intensity sufficient for high ambient daytime lighting.
- The alphanumeric display control head shall be factory preprogrammed to the customer's channel labeling requirements. Radio frequency channeling shall also be preprogrammed at the factory.

### 2.6.2 Loud Speaker.

A heavy-duty permanent magnet loud speaker rated for a minimum of 10 watts and mounted in a heavy metal or high impact plastic case with mounting brackets shall be provided.

### 2.6.3 Power Cable. One battery cable (hot) of at least 22 feet in length shall be supplied with each unit.

### 2.7 Optional Accessories:


The following accessories to the mobile unit are desired:

- (High-Tier, Mid-Tier,) Digital voice encryption, including AES, DES, DVP, VGE, Provoice & AEGIS.
- (High-Tier, Mid-Tier, Low-Tier) Digitally controlled remote control head with alpha/numeric readout.
- (High-Tier, Mid-Tier, or Low-Tier) Analog or digital voice encryption, DTMF tone generator from microphone.

### 2.8 Servicing: Transmitter/receiver equipment shall be readily removable from the mount for routine servicing. There shall be provisions for convenient metering of all essential transmitter and receiver circuits from multi-pin metering socket(s). All metering points shall be properly decoupled and connected to the metering socket(s). Provision for automated test set radio analysis is acceptable. All circuit modules shall be easily accessible plug-in printed circuit type fiberglass boards. Easy access shall be provided to all other portions of the unit.

## 3. MOBILE, DATA RADIO, VEHICULAR MOUNTED EQUIPMENT

This specification describes the minimum requirements for a UHF or 700/800 MHz mobile digital data link radio. The radio shall operate on a 25 KHz bandwidth channel at various data speeds from 19.2 Kb/sec to 44.3 Kb/sec, or 9.6 Kb/sec to 22 Kb/sec on a 12.5

	<b>Two-Way Radio Contract</b>		<b>State of Arizona State Procurement Office</b> 100 N. 15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: ADSP013-036880	PAGE 8	
	Description: Two-Way Radios	OF 41	

KHz channel, or greater, depending upon signal conditions and BER conditions. Diversity receiver technology is encouraged, but not mandatory. Specifications shall meet voice radio specification unless otherwise listed.

The Data Radio Gemini is pre-qualified to meet the intent of these specifications at UHF and 800 MHz.

### 3.1 Transmitter Characteristics:

3.1.1 Operating Frequency. The transmitter shall be capable of operating on at least 16 separate conventional frequencies. The transmitter shall be factory supplied and aligned to the specific RF frequencies given in the purchase order.

- **Carrier Power Output Rating: (all minimum intermittent power at 20% duty cycle)**  
 UHF: 10-40 Watts  
 800 MHz: 10-35 Watts  
 900 MHz: 10-25 Watts
- **System Modulation:**  
 UHF/800 MHz: Digital (8K6DF1D, 15K3F1D, 15K0F1D, 15K6F1D)
- **Conducted and Radiated Spurious Emission Attenuation:**  
 UHF/800 MHz: -75 dBc
- **Harmonic Emission Attenuation:**  
 UHF/800 MHz: -80 dB
- **FM Hum and Noise Attenuation:**  
 UHF/800 MHz: -40 dB below 60% max deviation

### 3.2 Receiver Characteristics:

3.2.1 Operating Frequency  
 The receivers shall be capable of receiving on a minimum of 16 channels at UHF 450 MHz, and at 800 MHz.


#### 3.2.2 Receiver Standards

- **EIA 12 dB SINAD Sensitivity:**  
 All Bands: 0.35 microvolts
- **Adjacent Channel Selectivity Desensitization:**  
 UHF/800/900 MHz: 65 dB (12.5 KHz narrowband digital)  
 UHF/800 MHz: 75 dB (wideband 25 KHz)
- **Spurious Response Attenuation:**  
 UHF: -80 dB  
 800/900 MHz: -80 dB
- **Intermodulation Spurious Attenuation:**  
 UHF/800 MHz: -75 dB
- **Frequency Stability:**  
 UHF/800/900 MHz: 1.5 ppm

## 4. DESK-TOP ANALOG & DIGITAL BASE STATION RADIO EQUIPMENT:

This specification describes low and mid power radios, for desk top or wall mount, for use either as a local base or as a control station for a repeater or trunked network.

4.1 This device has an integrated housing with the AC power supply and the radio.

	<b>Two-Way Radio Contract</b>		<b>State of Arizona State Procurement Office</b> 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: ADSP013-036880	PAGE 9	
	Description: Two-Way Radios	OF 41	

4.2 An option for this class, is a remote line interface.

4.3 Offerings shall meet the corresponding mobile radio applications.

## 5. ANALOG & DIGITAL PERSONAL /PORTABLE RADIO EQUIPMENT

### 5.1 Model Specifications

#### 5.1.1 High-Tier

This specification describes various types VHF, UHF, and 700-800 MHz, narrow band, conventional and trunked personal/portable radio transceivers.

Specifications for battery charging units and jerk-and-run mobile radio converter consoles are also included.

#### 5.1.2 Mid-Tier

This specification describes various types VHF, UHF, and 700/800 MHz analog, digital, conventional and trunked personal/portable radio transceivers.

#### 5.1.3 Low-Tier

This specification describes various types VHF, UHF, and 800 MHz analog conventional and trunked personal/portable radio transceivers

### 5.2 Transmitter Standards

Definitions, standards, and methods of measurement shall conform to EIA Standard RS-316B, unless otherwise noted.

#### 5.2.1 Carrier Power Output

- High-Tier  
VHF: 5 watts minimum  
800 MHz: 3 watts minimum
- Low-Tier  
2 watts minimum

#### 5.2.2 Spurious and Harmonic Emission

- High-Tier -75 dBc
- Low-Tier -60 dBc

#### 5.2.3 FM Hum and Noise

- High-Tier -40 dB or better (12.5 kHz)
- Low-Tier -35 dB or better (12.5 kHz)

#### 5.2.4 Transmit Audio Distortion


- High-Tier Less than 3%
- Low-Tier Less than 5%

### 5.3 Receiver Characteristics:

#### 5.3.1 Adjacent Channel Selectivity

- High-Tier -61 dB or better (12.5 kHz)
- Low-Tier -50 dB or better (12.5 kHz)

#### 5.3.2 Intermodulation

	<b>Two-Way Radio Contract</b>		<b>State of Arizona State Procurement Office</b> 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: ADSP013-036880	PAGE 10	
	Description: Two-Way Radios	OF 41	

- High-Tier -75 dB or better (12.5 kHz)
- Low-Tier -60 dB or better (12.5 kHz)

**5.3.3 Spurious and Image Rejection**

- High-Tier -75 dB or better (12.5 kHz)
- Low-Tier -60 dB or better (12.5 kHz)

**5.3.4 Audio Power Output**

- High-Tier 500 mw at less than 3% distortion
- Low-Tier 500 mw at less than 5% distortion

**5.4 General Electric and Mechanical Characteristics:**

**5.4.1 Components Included:**

The vendor shall supply all necessary components, such as transceiver, battery, and flexible antenna.

The radio shall effectively have the following exterior controls: Power on/off, volume, channel selector, and push-to-talk switch. The radio shall be supplied with an integral microphone and loud-speaker. The push-to-talk switch shall be located on the side of the transceiver so it may be conveniently depressed while speaking into the microphone.

**5.4.2 Programming**

- Each unit under this section except for the Low-Tier model shall be completely Field programmable. All channel information such as transmit and receive RF frequencies; CTCSS tone frequencies, and anything else which would be functionally tied to the channel selector of the radio, shall be fully field programmable and reprogrammable utilizing a single programming unit.
- **Field Programmer** - Each Vendor shall provide as an option, a field programming unit which is designed to fully program the channel personality of each radio under this section. The programmer may either be a self-contained programming unit, or the programmer may consist of an interface unit and software to convert a personal computer to a field programmer.

**5.5 Battery Cycle:**

The rechargeable battery supplied with each radio shall have the capacity to provide at least 8 hours of service when used in a 5% transmit, 5% receive, 90% standby duty cycle.

**5.6 Battery Chargers:**


- 5.6.1 High-Tier** Single and multiple (minimum 5 unit) battery chargers shall be available and priced separately on the price pages. The chargers shall recharge a completely discharged battery within 3 hours; thereafter a low (trickle) charge rate shall be available.

The chargers shall be UL approved and operate from a 120-volt A.C., 60 Hz power source. Protection shall be provided to prevent battery damage by over-charging or over-heating.

- 5.6.2 Low-Tier** A single unit battery charger shall be available and priced separately on the price pages. The charger shall recharge a completely discharged battery within 14 hours; thereafter a low (trickle) charge rate shall be available. The charger shall be UL approved and operate from a 120-volt A.C., 60 Hz power source. Protection shall be provided to prevent battery damage by over-charging or over-heating.

**5.7 Mobile Radio Converter Console and Charger (High-Tier Model Only):**

- 5.7.1 Availability.** There should be available, as an extra option, a mobile charger/converter console. The charger/converter console shall conform to the following criteria:

	<b>Two-Way Radio Contract</b>		<b>State of Arizona</b> <b>State Procurement Office</b> 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: ADSP013-036880	PAGE 11	
	Description: Two-Way Radios	OF 41	

1. The vehicular chargers shall accept both VHF, UHF, 700/800 portables.
2. Circuitry shall be incorporated in the charger which will prevent over charging the battery if it is left on charge indefinitely.
3. The unit shall completely recharge either low or high capacity batteries in three hours or less.
4. A temperature sensing logic circuit shall be provided that prevents charging a battery that is too hot or cold for reliable safe charging.
5. When the portable is in the vehicular charger, the battery shall be electrically disconnected and the portable shall be powered from the vehicle battery. Operation of the portable in the charger shall not drain or prevent the portable battery from charging. It shall be possible to use the portable in the charger even if its battery is dead.
6. Audio power amplifier and charger circuitry shall be turned on by insertion of the portable in the charger and turned off by removal of the portable from the charger.
7. The charger/converter shall provide the vehicle enclosure for the radio and shall provide for the following items:
  - Connects the radio to the external antenna.
  - Connects the radio to the vehicle microphone.
  - Connects the radio to the vehicle audio amplifier and speaker.
  - Connects the radio to the charging circuit.

5.7.2 A key locking assembly shall be furnished to provide for locking the radio in the charger unit. The charger/converter mounting shall meet applicable federal safety standards for automotive accessories. A red LED "Transmit" indicator.

5.7.3 Accessories - Each charger/converter shall include the following accessories:

- Microphone with coiled cord and connector.
- A 12 watt amplifier and speaker.
- Mounting brackets and hardware to mount the charger and its accessories.
- If a special calibrator is required to adjust the chargers, one shall be furnished.
- Special 12 watt speaker volume control or pad. Each 12 watt speaker amplifier, or the vehicle charger, shall incorporate a variable pad or volume control to allow for presetting the portable volume control to a normal listening level, and then when the portable is inserted into the vehicular charger, the volume level will be correct for vehicular use without further adjustment.


5.7.4 Power Requirements. The charger/converter shall be designed to operate from a normal 12 volt negative ground automotive electrical system. The reference voltage shall be established at 13.6 volts DC.

5.7.5 Mechanical Adjustment

The vehicular charger shall be mechanically adjusted by the factory before delivery and shall not require further adjustment by the buyer prior to being placed into service. All mechanical adjustments shall have locking devices to ensure their continued alignment during operation. Proper operation of the vehicular charger includes the unit's ability to lock in and release the portable radio in a smooth and easy manner without binding. All electrical functions of the unit shall be operational with the portable radio properly locked in. The pins contacting the portable radio shall be a heavy-duty type, capable of withstanding multitudinous insertions and removals of the radio from the charger.

## 6. ANALOG & DIGITAL MOTORCYCLE REAR-MOUNT RADIO

This specification describes low and mid power radios, for motorcycle use. Offerings shall meet the corresponding mobile radio applications.

	<b>Two-Way Radio Contract</b>		<b>State of Arizona State Procurement Office</b> 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: ADSP013-036880	PAGE 12	
	Description: Two-Way Radios	OF 41	

#### 6.1 Installation:

The radio unit shall be designed for two-piece rear fender/handlebar control head mounting on Kawasaki, Honda, BMW, or Harley Davidson motorcycles, and shall meet Federal safety requirements.

#### 7.2 Interconnecting Cables:

- 6.1.1 All cables and wires shall be furnished to connect the unit to its associated control head and to interconnect the mobile unit with its accessories and the vehicle electrical system. Cables shall be well insulated, waterproofed and equipped with appropriate connectors.
- 6.1.2 Connectors shall have a screw fastener to mechanically secure the connectors.

#### 6.2 Control Panel:

The control panel shall be functional, attractive and include all facilities for operating the radio. Controls shall include on-off switch, volume control and squelch disable switch, a red light indicator for transmitter operating, a frequency selection switch for multi-frequency requirements, an alpha/numeric channel indicator display, and a Priority Scan enable switch. The control panel shall be weather proof.

#### 6.3 Microphone:

- 6.3.1 A military palm-type, noise-canceling microphone shall be supplied as part of the equipment. The microphone shall be a dynamic or magnetic type, and shall include a convenient push-to-talk button for transmitter control. Option helmet (head set ) microphones are encouraged to be listed.
- 6.3.2 The microphone cord shall be a retractable type, with conductors of tinned metallic stranded wire not smaller than AWG size 30. The microphone cord shall be terminated with a separate screw-on male connector or telephone type modular connector, for mating with the receptacle supplied on the radio.

#### 6.4 Optional Weatherproof Housing:

- 6.4.1 Housing shall provide a weatherproof seal to the elements and shall be capable of preventing unauthorized access to the radio by some type of key lock mechanism. Housing should also be capable of supporting an antenna mount.
- 6.4.2 Weatherproof Housing shall be included as a purchase option of the radio.

#### 6.5 Power Supply:

- 6.5.1 The power supply shall be designed to operate from a normal 12 volt negative ground motorcycle electrical system. The reference voltage shall be established at 13.6 VDC. DC input to the radio shall be adequately filtered to exclude all alternator noise.
- 6.5.2 The power supply, and associated transmitter and receiver, shall be designed so that no degradation shall result (except for a 3 dB loss in transmitter power) in the receiver audio output, squelch sensitivity and SINAD sensitivity if the power supply voltage is varied +/-10% from 13.6 VDC.
- 6.5.3 The power supply, transmitter, and receiver shall be adequately protected by replaceable type fuses or circuit breakers..

### 7. FIXED LINK BASE RADIOS


The following items are system specifications and shall be determined on a per channel basis, as appropriate, for two link transceivers and associated equipment.

#### 7.1 Power Requirements

Each low power transceiver shall operate from a negative ground +12.6 volt supply. The transmitter current drain shall be adjustable to less than 1.0 amps when transmitting (at reduced power). The complete transceiver shall operate in an idle condition with a current draw of:

- 7.1.1 Category 1- Less than 150 ma



	<b>Two-Way Radio Contract</b>		<b>State of Arizona</b> <b>State Procurement Office</b> 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: ADSP013-036880	PAGE 13	
	Description: Two-Way Radios	OF 41	

7.1.2 Category 2- Greater than 150 ma., but less than 800 ma

## 7.2 Environmental

The transceivers shall operate and meet the specifications herein set forth over an ambient temperature range of 0 to +50 degrees Celsius, with a maximum humidity of 95% at altitudes from sea level to 10,000 feet. The equipment shall remain operational over an ambient temperature range of -20 to +55 degrees Celsius.

## 7.3 Duty Cycle

All equipment supplied under these specifications shall be designed for continuous duty operation.

## 7.4 Duplexer, BP & BP/BR

The vendor shall list an optional duplexer. A duplexer, pre-tuned to the frequencies specified in the purchase order, shall be available with each link transceiver. It shall be included as a separate priced unit for each transceiver package. Both Pass and Band Pass / Band Reject duplexers should be offered.

- Insertion Loss shall be 1.5 dB maximum
- Connectors - Type N Female

### 7.4.1 Option A- UHF Option shall satisfy the following requirements

- Transmitter Noise Suppression an Receive Frequency / 75 dB
- Receiver isolation at Transmitter Frequency / 75 dB

### 7.4.2 Option B - 700-800 MHz Option shall satisfy the following requirements

- Transmitter Noise Suppression an Receive Frequency / 65 dB
- Receiver isolation at Transmitter Frequency / 65 dB

## 7.5 Re-Radiation Loss

The vendor shall list an optional isolator with no more than 0.5 dB total insertion loss and shall be capable of dissipating at least 10 watt of reflected power. Re-radiation of intermodulation products shall be no greater than -50 dBm from the duplexer antenna port when a spurious signal within the duplexer's pass band arrives at that port at 0 dBm (EMR model numbers 7540/2 / 7640/2 or equal). It shall be included as part of each transceiver package as a separate unit.

## 7.6 Common Circuitry

The transceiver shall be made with removable modular card construction and fit in a standard 19-inch rack mount. The transceiver shall have interfacing circuitry that provides a common point for external control (PTT, COR, power, and 600 Ohm audio connections) to the transmitter and receiver.

## 7.7 Audio Requirements

The transceiver shall have a 600 ohm balanced 4-wire audio interface. Transmitter and Receiver audio levels shall be adjustable from -16 to +1 dBm. The overall frequency response of the link (end to end) shall exceed a 3002 grade line with type C2 conditioning and be capable of passing industry standard function tones.

## 7.8 Physical Size/Form Factor


The physical size of the transceiver shall be such that it will fit in a 19-inch equipment rack (width) while not occupying more than 4 rack units (7 inches) vertically. The unit's depth shall not exceed 15 inches. The transceiver should be modular with individual modules plugging into the backplane via a card edge connector.

## 7.9 Transmitter Characteristics

The transmitter shall meet or exceed the following minimum specifications:

### 7.9.1 Carrier Power Output

- Category 1 / 6 watt minimum VHF, UHF, 3W minimum 700/800 MHz.
- Category 2 / 12 watt minimum VHF, UHF, 700/800 MHz

	<b>Two-Way Radio Contract</b>		<b>State of Arizona State Procurement Office</b> 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: ADSP013-036880	PAGE 14	
	Description: Two-Way Radios	OF 41	

7.9.2 Spurious and Harmonic Emission Attenuation / 70 dB below carrier

7.9.3 Audio Frequency Total Harmonic Distortion / 5% maximum

7.9.4 Key-Up Time to Full Output / 40 milliseconds, maximum

#### 7.10 Receiver Characteristics

7.10.1 Spurious Response Rejection (Attenuation) / 90 dB Minimum

7.10.2 Intermodulation Spurious Rejection (Attenuation) / 75 dB Minimum

7.10.3 Adjacent Channel Selectivity / - 45dB (12.5KHz)

7.10.4 Audio Output / -16 dBm to +1 dBm (600 Ohms).

7.10.5 Buffered discriminator output

7.10.6 External Mute - The receiver shall have an external mute input which while actively prevent any audio signal from passing through the 600 Ohm receive output port.

#### 8. LOW POWER VEHICULAR REPEATERS EQUIPMENT

This specification describes VHF, UHF, and 700/800 MHz in-vehicle mounted repeater, for attachment to the vehicle's mobile radio and used to extending the range of the user's portable radio.

#### 9. MULTI-BAND RADIOS

This section describes radios capable of operating in multiple public safety radio bands. For the purposes of this contract the 700 MHz and 800 MHz bands are considered a single band. Specifically, these radios are capable of operating in any two or more of the VHF, UHF, or the 700/800 MHz bands. Otherwise specifications are controlled by the class and tier of the offered product.

#### 10. ANALOG & DIGITAL BASE/MOBILE RELAY STATION FIXED RADIO EQUIPMENT

##### 10.1 Model Specifications

##### 10.1.1 Basic Operations

The following specification describes, VHF High-band, UHF, 700 MHz, and 800 MHz continuous duty, mobile relay/base station equipment using phase, frequency, or digital modulation. Must be FCC type accepted to meet the modulation mask described in FCC Part 90.210.d. Trunked stations must meet the APCO 16, P25, or Open Sky system requirements. All 700 MHz stations shall be capable of P25 operation. Stations shall be capable of the following three modes of operation:

- Mode 1 - The station operates as a mobile relay only
- Mode 2 - The station operates as a tone and/or E&M remote controlled base station and mobile relay
- Mode 3 - The station operates as a tone and/or E&M remote controlled simplex or duplex base station

Digitally trunked base/repeaters shall be of the same model line as the conventional radios.

##### 10.2 Electrical Specifications:



## Two-Way Radio Contract

Solicitation No.: ADSP013-036880

PAGE  
15

Description: Two-Way Radios

OF  
41

State of Arizona  
State Procurement Office  
100 N.15th Ave., Suite 201  
Phoenix, AZ 85007

The equipment shall be designed to operate from a primary power source of 117 volts AC, 60 Hz. Adequate overload protection shall be provided. All power supplies shall use only high-quality, long-life, solid-state components as active devices. The equipment shall also be capable of operating from an external DC power source.


### 10.3 Transmitter Characteristics:

- 10.3.1 The transmitter shall use solid-state components throughout. The use of vacuum tubes in any stage is not acceptable.
- 10.3.2 Each station offered shall be capable of normal, continuous duty operation.
- 10.3.3 The transmitter shall be supplied for single frequency operation at any frequency within the VHF, UHF, 700 MHz (745-805 MHz) or 806-869 MHz bands. An alternate option for two or more frequency stations shall also be an option. The transmitter shall be factory aligned to the frequency specified in the purchase order.
- 10.3.4 Transmitter Standards:
  - Carrier Power Output Rating:  
High-Tier 40-100 watts, continuous duty.
  - Conducted and Radiated Spurious Emissions:  
High-Tier / -85 dB (12.5 kHz)  
Mid-Tier / -70 dB (12.5 kHz)
  - Audio Frequency Harmonic Distortion:  
High-Tier / All Bands: 2% Max.  
Mid-Tier / 3% maximum
  - FM Hum and Noise Level:  
High-Tier / -45 dB (12.5 kHz)  
Mid-Tier / -34 dB (12.5 kHz)
- 10.3.5 Reradiated Loss:  
Re-radiation of intermodulation products shall be at least -50 dBm VHF (-30dBm) all other bands) from the transmitter antenna port or at the external isolator output port (if provided) when a spurious signal arrives at the port at 0 dBm. Any isolators used to accomplish this, shall be capable of dissipating at least 50 watts of reflected power.

### 10.4 Receiver Characteristics:

The receiver shall be completely solid-state, utilizing only high-quality, long-life, solid-state components as active devices. The receiver shall be rated for continuous operation.

- 10.4.1 Receiver General Characteristics:
  - Adjacent Channel Selectivity:  
High-Tier / -75 dB at 12.5 KHz  
Mid-Tier / -60 dB at 12.5 KHz
  - Spurious Response Attenuation:  
High-Tier / -95 dB at 12.5 KHz  
Mid-Tier / -70 dB at 12.5 KHz
  - Intermodulation Spurious Attenuation:  
High-Tier / -80 dB at 12.5 KHz  
Mid-Tier / -70 dB at 12.5 KHz

	<b>Two-Way Radio Contract</b>		<b>State of Arizona</b> <b>State Procurement Office</b> 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: ADSP013-036880	PAGE 16	
	Description: Two-Way Radios	OF 41	

**10.4.2 Carrier Operated Relay:**

A carrier operated relay (COR) shall be provided. Upon receipt of an on-frequency RF carrier signal and the required squelch activating sub-audible tone, this relay shall provide closure of a pair of normally open dry relay contacts.

**10.4.3 Mobile Relay Operation:**

The receiver repeat audio shall be connected to the transmitter modulator input through a gain control to permit independent adjustment of transmitter modulation level. The repeat level shall be independent of line input/output levels. A carrier control timer shall be provided. This will limit the duration of any continuous mobile relay transmission to a pre-selected interval of from 30 seconds to 5 minutes.

**10.5 Station Control and Operation:**

**10.5.1 Station Audio Control:**

The station shall be designed to accept two-line, 4-wire audio; 0 dB in/0 dB out.

**10.5.2 Tone Control Scheme:**

The base station shall be controlled by in-band tones for the remote controlled transmit function and the repeater enable-disable function.

**10.5.2.1 Transmit Tone Control:**

- Transmit tone control shall be by tone intervals of the following sequence:

A = Guard Tone (2175 Hz) for 125 msec. nominal

B = Transmit Tone (1950 Hz; 10 dB down from (A) for 40 msec. nominal

C = Low Level Guard Tone (2175 Hz for the duration of the message; 30 dB down from A)

- The "B" function tone shall activate the transmit function of a single frequency base station with the "C" tone continuing throughout the message.
- The station decoders shall not respond (false) to voice peaks up to test tone levels or noise up to -10 dBm.
- The tone decoder overload (talk-down level for voice peaks shall be greater than the test tone level; the overload level for noise shall be such that overload does not occur with levels as high as 10 dB below test tone.

**10.5.2.2 Tone Squelch Disable:**

The receiver sub-audible tone squelch unit shall be disabled by the short tone sequence indicated below:

A = Guard Tone (2175 Hz) for 125 msec. nominal

B = CTCSS Disable Tone (2050 Hz; 10 dB down from (A) for 40 msec. nominal

**10.5.2.3 Repeater Enable/Disable Function:**

The mobile relay function of the station shall be enabled and disabled by the tone sequence indicated below:

A = Guard Tone (2175 Hz) for 125 msec. is nominal

B = Function Tones (10 dB down from A, 1550 Hz for enable, 1440 Hz for disable) for 40 msec. nominal

**10.5.3 E&M / DC Control**


The station shall provide a contact point, which when grounded, will key the station and allow the transmission of line audio. When the station is keyed by grounding the contact point, the remote control function shall have priority over the repeater function. Also, tone remote keying shall have priority over DC contact keying.

**10.5.4 Microphone and Speaker**

A palm-type microphone with push-to-talk switch and hang-up bracket shall be supplied with each unit for local control. A permanent magnet loud speaker with volume control shall also be supplied. The volume to the monitoring speaker shall be independent of the transmitter repeat and line output levels. The local PTT and microphone audio functions shall override repeater or line PTT and audio.

**10.6 Optional Duplexer:**

For the UHF & 800 MHz stations only, an optional duplexer, pre-tuned to the frequencies specified in the purchase order, shall be considered separately. It shall be capable of being mounted horizontally in a standard 19" rack. Models determined to meet the

	<b>Two-Way Radio Contract</b>		<b>State of Arizona</b> <b>State Procurement Office</b> 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: ADSP013-036880	PAGE 17	
	Description: Two-Way Radios	OF 41	

requirements of this section include the EMR 65534/ENC, SBC-2 for UHF, and the Celwave PD898 for 800 MHz, or approved equivalents. Because of random Tx/Rx frequency splits, VHF duplexing equipment is not a requirement of this RFP.

**10.6.1 Frequency Separation:**

UHF MHz: 5 MHz minimum  
700 MHz: 30 MHz minimum  
800 MHz: 45 MHz minimum

**10.6.2 Maximum Power Input: (Continuous duty) / 100 Watts**

**10.6.3 Insertion Loss:**

UHF: at 5.0 MHz Separation: 1.0 dB Max.  
700 MHz: at 30 MHz Separation: 1.0 dB Max.  
800 MHz: at 45 MHz Separation: 1.0 dB Max.

**10.6.4 Transmitter Noise Suppression at Receive Frequency:**

UHF: 75 dB minimum  
700/800 MHz: 65 dB minimum

**10.6.5 Receiver Isolation at Transmit Frequency:**

UHF: 75 dB minimum  
700/800 MHz: 65 dB minimum

**10.6.6 Maximum VSWR: 1.5:1 or less; both bands**

**10.6.7 Connectors: Type N Female or 7/16 DIN**

**10.7 General Electrical and Mechanical Characteristics:**

**10.7.1 Basic Components:**

- The radio equipment shall be installed in a standard, indoor cabinet enclosure, or an optional heavy-duty, aluminum, 19-inch, open relay rack of a nominal 90-inch height, meeting EIA Standard RS310C (Harris -Dracon 46055-005 or approved equivalent). All station chassis shall be mounted near the middle of the rack. The maximum height of the mobile relay/base station equipment shall be 37 inches.
- All RF input/output connectors on major station assemblies shall be Type N, BNC, or TNC, or some other approved locking RF connector.

**10.7.2 Special Tools:**


One complete set of any specialized hand tools shall be provided with each base/mobile relay station ordered. Tools shall include all necessary tuning tools, cables, card and/or module extenders, etc., to locate defective parts, trace equipment malfunctions, and perform routine maintenance.

**10.7.3 Service Meters:**

Panel mounted meters with associated selector switches or similar means may be optional with all units to measure all transmitter and receiver circuits essential to tuning and servicing. Such meters or fixtures shall be separately priced. If a computer interface is required for routine maintenance, the software shall be provided.

**10.7.4 Wiring:**

Wiring shall be color coded or marked in an acceptable manner for ease of maintenance. All inter-chassis wiring shall be clamped, laced or tied to prevent undue mechanical strain on connectors and terminals. When subjected to an open flame, hot soldering iron, or short circuit, the wire used in this equipment shall not support combustion for more than five seconds after the heat source is removed.

	<b>Two-Way Radio Contract</b>		<b>State of Arizona State Procurement Office</b> 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: ADSP013-036880	PAGE 18	
	Description: Two-Way Radios	OF 41	

## 11. COMMUNICATION SERVICE MONITORS

These specifications describe a Communications Service Monitors for use in the maintenance of public safety land mobile radio communications system. These systems will be primarily conventional narrowband FM, conventional P25, trunked P25 or Astro 25 systems.

### 11.1 Physical Construction:

The complete monitor, including any and all modules, shall be contained in the mainframe. All switches, controls, inputs and outputs normally used during operation should be accessible from the front of the instrument. The mainframe cabinet shall be provided with a cover to protect the controls and oscilloscope from damage. The monitor shall operate over a temperature range of 0 to 40 degrees Celsius and weigh less than 35 pounds, including all plug-in modules and batteries.

### 11.2 Electrical Specifications:

The monitor shall be all solid-state. The monitor shall be capable of accepting operating power from one of two sources. No internal modifications or adjustments shall be required by the operator to change from one power source to another.

11.2.1 A.C. Power / 120 VAC, 60 Hz; the unit shall be supplied with a 6-foot grounding power cord.

11.2.2 D.C. Power / 12 VDC to 15 VDC; the unit shall be supplied with the required connector to supply D.C. power to the monitor for specific classifications.

### 11.3 Service Monitor Operating Sections:

- The following functions shall be provided by the monitor, as defined by instrument class:
- R.F. Signal Generator
- R.F. Receiver
- Duplex R.F. Signal Generator
- General Purpose Oscilloscope
- R.F. Spectrum Analyzer
- Tracking Generator
- High Stability Oscillator (0.01 ppm - 0.1 ppm)
- Frequency Counter
- Power Meter
- Audio Generator
- Distortion Meter
- General Purpose Oscilloscope

11.3.1 Signal Generator - Signal output(s) shall be provided to allow servicing and alignment of FM communications receivers.

11.3.2 Frequency Generation - Continuous from 1 MHz to 1000 MHz .

11.3.3 Output Level - 0.1 microvolt to 20 millivolts

11.3.4 Output Level Accuracy: <+/- 2Db


11.3.5 Time Base Aging and Stability: 1.0 PPM/year after the first month

11.3.6 Frequency Step Resolution: 10 Hz or better

11.3.7 Modulation: AM & FM

11.3.8 Audio Generator: 1 KHz fixed, & variable frequency tone

### 11.4 Receiver Monitor/Display:

	<b>Two-Way Radio Contract</b>		<b>State of Arizona</b> <b>State Procurement Office</b> 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: ADSP013-036880	PAGE 19	
	Description: Two-Way Radios	OF 41	

The receiver/monitor shall display demodulated signals on the LCD display/meter and allow audible monitoring via a self-contained speaker.

11.4.1 Frequency Range & Accuracy: Same as for Signal Generator

11.4.2 Input Sensitivity: 2 microvolt maximum for 10 dB SINAD

11.4.3 Input Impedance: 50 ohm, nominal

11.4.4 Deviation Measurement Range:  $\pm 2.0$  KHz to  $\pm 10$  KHz peak for full scale display

11.4.5 Deviation Measurement Accuracy:  $\pm 5\%$

11.4.6 Demodulated Output Distortion:  $< 10\%$

11.4.7 Frequency Meter Error Resolution: 1 Hz/10 sec. gate time

#### 11.5 Oscilloscope

The receiver LCD display should be made available for use as a general purpose oscilloscope to 50 KHz or 500 KHz, depending upon classification/model.

#### 11.6 Spectrum Analyzer

11.6.1 Frequency Range: 400 KHz to 1000 MHz

11.6.2 Dynamic Range: -90 dBm to -30 dBm

11.6.3 Display Range:  $> 70$  dB calibrated in dBm

11.6.4 Horizontal Display Calibration: Shall have selectable per-division sweep calibration.

11.6.5 Calibration: A reference signal should be available from the instrument to be used for level calibration.

#### 11.7 Duplex RF Signal Generator

11.7.1 Offset Frequency Range:  $\pm 10$  KHz to  $\pm 45$  MHz

11.7.2 Output Level:  $> 100$  microvolt

#### 11.8 Accessories


The monitor shall be provided with a whip antenna designed to make off-the-air measurements, an output cable assembly, and a service manual.

#### 11.9 Operational Considerations

It is the intent of these specifications to buy a dependable communications service monitor to service government-owned communications equipment. The monitor must be ruggedly constructed to withstand severe vibration and shock encountered during travel to remote transmitter sites.

The instrument will be used daily and must be a reliable standard under the specified extremes of temperature and other conditions experienced during routine service procedures. The monitor shall be portable and completely self-contained.

The service monitor shall be so constructed and labeled for easy use. Protection should be provided to minimize damage to the instrument by an inadvertent keying of a transmitter into the generator output(s). The generator's output(s) shall withstand a minimum of 100 watts for up to 30 seconds.

	<b>Two-Way Radio Contract</b>		<b>State of Arizona</b> <b>State Procurement Office</b> 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: ADSP013-036880	PAGE 20	
	Description: Two-Way Radios	OF 41	

#### 11.10 Configurations

Three configurations of monitors shall be proposed separately, depending upon option level and vendor product line. These shall include the following:

- 11.10.1 Maximum Feature Test Set with Extended Range Duplex Signal Generator (no offset limit within 1-1000 MHz range), Spectrum Analyzer with full span (1-1000 MHz) sweep, Tracking Generator, High Stability Oscillator, & Computer control interface. Must list options required to meet specifications. It requires P25 digital trunking, Smartnet trunking capability. Options may include extended RF range, automatic test and tuning software, additional digital modes including LTE, BER testing (List all trunking modes and other additional options as offered by vendor.)
- 11.10.2 Full Feature Portable Service Monitor with Duplex Signal Generator (1000 MHz), Spectrum Analyzer (1000 MHz), Tracking Generator (1000 MHz), and High Stability Oscillator (0.5 ppm), with internal Battery Power (List trunking and other additional options as offered by vendor). Units determined to meet the intent of this specification include the IFR-2944/2945, and the General Dynamics 2600.

### 12. GENERAL SPECIFICATIONS:

#### 12.1 Non-Proprietary Specifications

- 12.1.1 These specifications describe electronic radio equipment to be used in various Arizona State, VHF High-band, UHF 450 MHz and 700- 800 MHz (Conventional and Trunked) radio communications systems. This document will describe separately, the requirements for fifteen (15) different classes of electronic equipment.
- 12.1.2 Only the VHF (150-174 MHz) model in all radio lines will be evaluated on technical specifications. If a VHF conventional product qualifies for an award in a product line, then the vendor may add their conventional UHF Band, and qualification of a conventional 800 MHz product will allow a 700 MHz product in the same radio line to be added to the contract, providing the discount percentage is the same as for the VHF or 800 MHz model.
- 12.1.3 The specifications do not include any proprietary items, components, circuits, or devices which would preclude any communications equipment manufacturer from producing equipment to meet these specifications. All technical tolerances, ratings, power outputs, or any technically specified criteria contained within these specifications are considered to be within the current state of the art and are currently being met by commercially available electronic equipment. The fact that a manufacturer chooses not to produce equipment to meet these specifications is not sufficient cause to adjudge these specifications as restrictive.


#### 12.2 CONTRACTOR SUPPORT (Installation and Maintenance):

##### 12.2.1 Instruction Books, User Guide and Product Literature

The contractor will make available the following equipment documentation to purchasers in any quantity specified by the purchaser over and above the quantity required to be included with the unit price. Manuals will accompany the equipment at time of delivery or may be delivered prior to equipment delivery.

- **OPERATORS MANUAL** One (1) operators manual will be furnished with each equipment unit. This manual will provide an operational description of the equipment and all other pertinent operational details. This manual must include illustrations or photographs displaying the location and details of the various devices and controls. This manual will be a volume separate from all other manuals.
- **INSTALLATION MANUAL** the installation manual will consist of printed and illustrated sections that describe the mechanical, electrical and electronic details of assembly sufficient to assure proper operation at completion. This manual may be a section of the service manual. Installation manuals will be included with each lot of purchase for example: a) one (1) manual for each base/repeater unit b) one (1) manual for each of the mobile or portable radio units, up to a maximum of ten (10) manuals for each lot of mobile or portable radios. The purchaser will specify additional manuals required with each purchase.
- **SERVICE MANUAL** The service manual must contain circuit descriptions in verbal and illustrative form which are concise and all inclusive. Sections of the manual will include theory of operation to the component level, parts lists,



	<b>Two-Way Radio Contract</b>		<b>State of Arizona</b> <b>State Procurement Office</b> 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: ADSP013-036880	PAGE 21	
	Description: Two-Way Radios	OF 41	

troubleshooting flow diagrams and charts, instructions for alignment programming, adjustment and/or setup, schematics with normal operating voltages, plus wiring, interface, interconnection and printed circuit layout and assembly diagrams. Also included will be a list of maintenance and test equipment required for equipment maintenance prescribing make, model, description, manufacturer and alternatives. Service manuals will be included with each lot of purchase in the same manner as described above for the installation manual. The purchaser will specify additional manuals required with each purchase.

**12.2.2 Warrantee (additional requirements):**

Contractors shall warrantee all equipment for one (1) year following the equipment's Acceptance.

**12.2.3 Parts Support:**


All equipment covered by these specifications and any resultant contracts will have a minimum service life of seven (7) years from date of delivery to the purchaser and the contractor will guarantee replacement parts stocking by the contractor and/or authorized distributor for this service life period.

**12.3 WORKMANSHIP**

All the various types of equipment supplied under this Contract shall be of the latest, most improved model, past the development state and in factory production. Such equipment shall have a satisfactory production performance record as evidenced by product literature supplied by the Contractor and as determined by the State. Equipment without performance data will be subject to a technical evaluation for acceptability. If requested, Contractor shall supply a sample unit to the State within ten (10) days of the request. The sample unit will be returned within sixty (60) days. Components used in the equipment shall be only those specified in Contractor's equipment literature. Contractor shall provide a name and telephone number list of users/agencies that have purchased and installed the proposed equipment for the State's use during the evaluation process.

**12.4 PROGRAMMING**

Each model of radio shall have a Radio Programming Device available if one is required to program the radio. This software shall be for the highest level and revision of software available, including all maintenance software. The vendor shall agree that purchase of a single software package constitutes a "user" license per-site and may make necessary copies for internal use as required at a site. The vendor shall also offer at a reasonable additional cost, a "system" license for use at up to 10 agency service shops.

	<b>Two-Way Radio Contract</b>		<b>State of Arizona</b> <b>State Procurement Office</b> 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: ADSP013-036880	PAGE 22	
	Description: Two-Way Radios	OF 41	

# 1. DEFINITIONS

**ProcureAZ terms.** ProcureAZ (<https://procure.az.gov>) is the State's online eProcurement system. Although the system was configured for the State's needs, the application is based on a commercial product known as BuySpeed Online, made by Periscope Holdings, Inc. As a result, some of the terms used in the BuySpeed Online application may be semantically different to similar terms used by the State. The following terms are as they appear in BuySpeed Online (and ProcureAZ), along with their corresponding meanings as they apply to the solicitation.

**"Actual Cost"** means the total value of all items and their extended quantities.

**"Alternate Id / Alternate ID"** is an optional field and means any additional data in order to link a solicitation or project to a related project, activity or program.

**"Attachments"** means the section, as displayed in ProcureAZ, where the solicitation's electronic documents may be attached. Attachments as defined in the Uniform Instructions may include Solicitation Attachments, and/or as defined in the Uniform Terms and Conditions may include Contract Attachments.

**"Buyer"** means procurement officer.

**"Catalog ID"** is an optional data field and means an identification number to signify a group of related contracts.

**"Contact Instructions"** means the contact information for the procurement officer.

**"Control Code"** is an optional field and means an identification characteristic of the contract.

**"Days ARO"** means the number of days 'After Receipt of Order' in which the customer will receive the ordered materials and/or services.

**"Department"** means the customer for whom the solicitation or contract was conducted for.

**"Discount %"** is an optional field and means the standard discount applied to all items.

**"Entered Date"** means the date that the contract was awarded, not necessarily the date the contract starts, e.g., Master Blanket/Contract Begin Date.

**"Fiscal Year"** means the State Fiscal Year in which the solicitation was initiated. In the event of contract(s) resulting from the solicitation, the Fiscal Year shall remain unchanged.

**"Freight Terms"** means how freight will be charged under the contract.

**"Header Information"** means the section of the solicitation or contract, as displayed in ProcureAZ, containing solicitation or contract information other than the line items.

**"Item information"** means the section of the solicitation or contract, as displayed in ProcureAZ, containing the solicitation or contract line items.


**"Location"** means the specific customer, within the department, for whom the solicitation or contract was done.

**"Master Blanket/Contract Begin Date"** means the date that the contract starts.

**"Master Blanket/Contract End Date"** means the date that the contract ends.

**"Master Blanket/Contract End Date (Maximum)"** means the date that the contract may be extended through if all allowable term extensions are exercised.

**"Master Blanket/Contract Vendor Distributor List"** means the list of companies authorized to distribute the materials and/or services on behalf of the Contractor under the contract.

	<b>Two-Way Radio Contract</b>		<b>State of Arizona State Procurement Office</b> 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: ADSP013-036880	PAGE 23	
	Description: Two-Way Radios	OF 41	

"Master Blanket Purchase Order" means the contract, indicating that the contract will be in effect over a stated period of time.

"Minor Status" is an optional data field and means a type of status indicator of the contract in ProcureAZ.

"Organization" means the state agency under whose authority the solicitation or contract was conducted.

"Payment Terms" means the period of time that payment is due after receipt of an accurate invoice.

"Pcard Enabled" is an optional data field and means that customers are allowed to use their purchasing card (P-Card or Pcard) to order from the contract within the ProcureAZ system.

"PO Acknowledgement" means the list the notifications to the Contractor and their acknowledgements of these notices.

"PO Type" means the period of time that the contract is in place, either a one-time transaction, Open Market, or for a stated period of time, Blanket.

"Print Dest Detail" is an optional data field and means a print format applicable to orders under the contract.

"Print Format" means the format of the solicitation or contract print output.

"Project No." is an optional field and means an identification characteristic of the contract.

"Purchase Order" means contract.

"Purchase Order Number" means the contract's identification number.

"Purchaser" means procurement officer.

"Receipt Method" means the method by which materials and/or services under the contract are received, either by amount spent, Dollar, or by item units, Quantity.

"Release Number" means the order number of each order under the contract. The Master Blanket/Contract will always reflect a zero "0" release number.

"Release Type" means the process that orders under the contract are subject to within ProcureAZ, requiring approval on an order-by-order basis, e.g., Standard Releases or not requiring approval, e.g., Direct Release.

"Retainage %" is an optional field and means the amount of the contract's value that is retained.

"Shipping Method" means the method of shipping to be used under the contract.

"Shipping Terms" means the point where the Contractor will ship the materials and/or services to, and if accepted, the point when responsibility and title passes from the Contractor to the State.

"Short Description" means the contract title.

"Status" means the availability of the contract within ProcureAZ for ordering, e.g., Sent status.


"Tax Code", if applicable, means the amount of taxes, expressed as a percentage, to be added to all items purchased under the contract. As items may be subject to differing tax rates, this field may be blank.

"Type Code" means the category of customers that may use any resulting contract(s). E.g., Single-Agency, Multi-Agency or Statewide.

"Vendor" means Contractor.

## 2. CONTRACT.

- 2.1 The contract between the State of Arizona and the Contractor shall consist of the solicitation as amended, any requests for clarifications and/or best and final offers, the proposal submitted by the Contractor, their responses to any requests for


	<h2>Two-Way Radio Contract</h2>		<p style="text-align: center;"> <b>State of Arizona</b>  <b>State Procurement Office</b>          100 N.15th Ave., Suite 201          Phoenix, AZ 85007       </p>
	Solicitation No.: ADSP013-036880	PAGE 24	
	Description: Two-Way Radios	OF 41	

clarifications and/or their best and final offer. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the solicitation as amended shall govern. However, the State reserves the right to clarify any contractual requirement in writing, and such written clarification shall govern in case of conflict with the applicable requirements stated in the solicitation as amended or the Contractor's proposal. In all other matters not affected by the written clarification, if any, the solicitation shall govern.

2.2 The State's primary contact for this solicitation and result contracts shall be:

James U. Reeves, Sr. Procurement Specialist  
 State of Arizona, State Procurement Office  
 100 N 15<sup>th</sup> Ave, Suite 201  
 Phoenix, AZ 85007  
 Phone: (602) 542-9121  
 Fax: (602) 542-5508  
 Email: [james.reeves@azdoa.gov](mailto:james.reeves@azdoa.gov)

- 2.3 Contract Document. The State may clarify any Contract following award. This clarification shall not substantially alter the contents of the Contract, but shall only edit and reformat the Contract in a manner that will facilitate ease of use, contract administration, and concurrence of the Parties.
- 2.4 Contract Type. Hourly Rate, Firm Fixed Price. Individual Task Assignments shall be awarded on a specific project basis in accordance with the terms of this Contract.
- 2.5 Term of Contract. The term of the contract shall commence upon award and shall remain in effect for a period of one year, unless terminated, canceled or extended as otherwise provided herein.
- 2.6 Contract Extension. The initial contract term is for a one (1) year period subject to additional successive periods of a maximum twelve months per extension with a maximum aggregate including all extensions not to exceed five (5) years. A factor in contract extensions shall be the extent that the State has all current usage information and insurance documents on file.
- 2.7 Estimated Usage. The Contract shall be on an as needed, if needed basis. The State makes no guarantee as to the amount of usage that may occur under a resultant contract.
- 2.8 Non-Exclusive Contract. This contract has been awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary. Off-contract purchase authorization(s) may be approved by either the agency (within an agencies delegated authority) or by the State Procurement Office. Approvals shall be at the exclusive discretion of the State and shall be final. Off-contract procurement shall be consistent with the Arizona Procurement Code.
- 2.9 Eligible Agencies. This contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in this contract, a university, political subdivision, or nonprofit educational or public health institution shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes 41-2632.
- 2.10 Cancellation. The State reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise, or condition of the contract including but not limited to:
- 2.10.1 Providing personnel that do not meet the requirements of the contract or attempting to impose on the State, personnel of unacceptable quality,
  - 2.10.2 Failure to perform adequately the services required in the contract or
  - 2.10.3 Any action or inaction that is in violation of EPA, OSHA or any applicable regulation.
3. **ADMINISTRATIVE FEE / USAGE.**
- 3.1 Contractor shall assess an administrative fee in the amount of one (1%) against all contract sales to members of the State Purchasing Cooperative – including cities, counties, school districts and other qualified members. The administrative fee is calculated against all sales under this contract minus any taxes or regulatory fees, minus any returns or credits, and minus any shipping charges not already included in the unit prices. An updated list of State Purchasing


	<h2>Two-Way Radio Contract</h2>		<p style="text-align: center;"> <b>State of Arizona</b>  <b>State Procurement Office</b>          100 N.15th Ave., Suite 201          Phoenix, AZ 85007       </p>
	Solicitation No.: ADSP013-036880	PAGE 25	
	Description: Two-Way Radios	OF 41	

Cooperative members may be found at [http://spo.az.gov/Cooperative\\_Procurement/SPC/default.asp](http://spo.az.gov/Cooperative_Procurement/SPC/default.asp). At its option, the State may expand the applicability of this fee. The State shall provide thirty (30) written notice prior to exercising or changing this option.

- 3.2 Contractors shall submit a Quarterly Usage Report documenting all contract sales. For more information on the Quarterly Usage Report or the Administrative Fee, its calculation, submission or use, and the proper Usage Report Forms see the State Procurement Office's web site at [http://spo.az.gov/Contractor\\_Resources/Admin\\_Fee/default.asp](http://spo.az.gov/Contractor_Resources/Admin_Fee/default.asp). Any alternate Quarterly Usage Report format shall be approved by the Procurement Officer. Any usage report that is submitted to the State for the purpose of satisfying this requirement shall be deemed public record and all information contained in such report shall not be considered confidential, including any supplemental information contained in the submitted report beyond that which is requested in the Sample Forms located at the State Procurement Office Web Site.
- 3.3 The Administrative Fee shall be submitted, along with a Quarterly Usage Report to the State Procurement Office within thirty (30) days following the end of each calendar quarter. Administrative Fees shall be submitted to the following address:
- Arizona Department of Administration  
 State Procurement Office  
 Attention: 'Statewide Contract Administrative Fee'  
 100 N. 15th Avenue, Suite 201  
 Phoenix, AZ 85007.
- 3.4 The submission schedule for Administrative Fees and Usage reports shall be as follows:
- July through September (FY Q1) – Due October 31  
 October through December (FY Q2) – Due January 31  
 January through March (FY Q3) – Due by April 30  
 April through June (FY Q4) – Due by July 31
- 3.5 The Administrative Fee shall be a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. Statewide contracts shall not have separate prices for State Agency customers and State Purchasing Cooperative customers.
- 3.6 Contractor's failure to remit administrative fees in a timely manner consistent with the contract's requirements may result in the State exercising any recourse available under the contract or as provided for by law.

#### 4. KEY PERSONNEL.

- 4.1 It is essential that the Contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor agrees and understands that the State's agreement to the Contract is predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the Contractor's proposal. Therefore, the Contractor agrees that no substitution of such specified individuals and/or personnel qualifications shall be made without the prior written approval of the State. The State shall not unreasonably exercise the rights reserved under this paragraph.
- 4.2 During the course of the contract, the State reserves the right to require the contractor to reassign or otherwise remove from the project any contractor employees found unacceptable by the State.
- 4.3 The Contractor further agrees that any substitution made pursuant to this paragraph shall be equal or better than originally proposed and that the State's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State agrees that an approval of a substitution shall not be unreasonably withheld.
- 4.4 The Contractor shall bear all transitional expenses incurred for any costs associated with removing or replacing Key Personnel who are performing work under the Contract. This shall include becoming familiar with the specific characteristics and special requirements of the project area. If the Contractor replaces Key Personnel, it shall not affect their commitment to meet all schedules and deliverables. The Contractor agrees to reveal its staffing levels by function, including resumes, upon request by the State at any time during the performance of this Contract.
- 4.5 Out-Of-State Personnel. Written approval of the Using Agency shall be obtained by the Contractor prior to importing the services of out-of-State personnel in conjunction with a Task Assignment Statement/Scope of Work (TASOW) for any billable expense other than the hourly rate.

	<h2>Two-Way Radio Contract</h2>		<p style="text-align: center;"> <b>State of Arizona</b>  <b>State Procurement Office</b>          100 N.15th Ave., Suite 201          Phoenix, AZ 85007       </p>
	Solicitation No.: ADSP013-036880	PAGE 26	
	Description: Two-Way Radios	OF 41	

**5. REMOVAL OF PERSONNEL**

- 5.1 The State reserves the right to require the Contractor to reassign or otherwise remove any Contractor or Subcontractor personnel from providing Task Assignment services. The State shall not unreasonably exercise the rights reserved under this paragraph.
- 5.2 The State may require that the Contractor remove from the Contract employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interests of the State.
- 5.3 The State shall not be charged for Contractor time needed to bring new Contractor or Subcontractor personnel to the level of knowledge of previous Contractor or Subcontractor personnel. This shall include becoming familiar with the specific characteristics and special requirements of a Task Assignment.

6. **ARIZONA CONTACT.** The Contractor shall maintain and utilize an Arizona office contact, which facilitates responding to and administering the Contract and any resulting Task Assignment(s). The Contractor shall maintain and provide to the ADOA/Enterprise Procurement Division and Using Agency Project Manager the current names, phone numbers, facsimile numbers, etc. of the critical points of contact for contract administration purposes.

**7. SUBCONTRACTORS.**

The contractor may, with the consent of the State, enter into written subcontract(s) for performance of certain of its functions under the contract. The Commerce Procurement Office prior to the effective date of any subcontract must approve subcontractors in writing.

7.1 No subcontract that the contractor enters into with respect to performance under the contract shall in any way relieve the contractor of any responsibility for performance of its duties.

7.2 The contractor shall give the Commerce Procurement Office immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the contractor by any subcontractor or vendor which in the opinion of the contractor may result in litigation related in any way to the contract with the State.

**8. Electronic Catalog. Catalog Electronic Version, Submit with Proposal**

The resultant contract(s) shall be based on individual catalog. For the purpose of this solicitation, an established catalog price means the price included in a catalog, price list, schedule or other form that: is regularly maintained by a manufacturer, distributor or contractor; is either published or otherwise available for inspection by customers; states prices at which sales are currently or were last made to a significant number of any category of buyers or buyers constituting the general buying public for the materials or services involved. Offeror(s) are to submit with the bid, electronic versions of the catalog/price lists being offered in any of the formats allowed under Special Terms and Conditions section for additional electronic catalog/price list requirements OR may be available through a Universal Resource Locator (URL) link indicated by the Bidder. If using a URL, please BE VERY CLEAR which item from the URL linked catalog you are offering.

Such catalog/price lists shall:

- Contain a comprehensive selection of products from an individual manufacturer within an established price sheet group
- Be those that contain prices that are the basis for those discount (percents %) from list price (DLP) offered by the bidder(s) and accepted by the state
- Although not required with the bid, hard copy catalog/price lists shall be made available upon request. Failure to submit electronic copies of catalog being offered with the bid may result in the bid being deemed nonresponsive

9. **LICENSES.** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of a business conducted by the contractor and make them available as required by this contract.

**10. Billing**



## Two-Way Radio Contract

Solicitation No.: ADSP013-036880

PAGE  
27

Description: Two-Way Radios

OF  
41

State of Arizona  
State Procurement Office  
100 N.15th Ave., Suite 201  
Phoenix, AZ 85007

All billing notices shall include delivery time, and contractual payment terms. Items are to be identified by the name, model number, contract number, line item number, and serial number if applicable. Any contract release order issued by the requesting agency shall refer to the contract number and line item number(s).

### 11. **PRICING**

No conditional quotations will be acceptable. All pricing shall be fixed, and include all applicable freight, insurance, etc. Pricing should be submitted as a percentage discount off catalog pricing for each category requested. In addition pricing when asked for should be listed as a per hour, or per year rate when requested.

#### 11.1 Percent off categories:

- Analog & Digital Vehicular Mounted Mobile Radio Equipment
- Mobile, Data Radio, Vehicular Mounted Equipment
- Desk-Top Analog & Digital Base Station Radio Equipment
- Analog & Digital Personal/Portable Radio Equipment
- Analog & Digital Motorcycle Rear – Mount Radio
- Analog & Digital Base/Mobile Relay Station Fixed Radio Equipment
- Communication Service Monitors
- Fixed Link Base Radios

#### 11.2 Percent off Accessories & Options:

Each category listed above shall have a line item in ProcureAZ for all accessories and options. Offeror shall bid a percentage discount for all accessories or options associated with that category.

#### 11.3 Per Hour Pricing:

Each category listed above shall have a line item in ProcureAZ for Maintenance and Support. Offeror shall submit pricing as a per hour rate. Pricing shall be a fixed per hour rate.

#### 11.4 Licenses both User and System:

Each category listed above shall have one line item in ProcureAZ for User (per site) License, and one for System (multiple sites) License.

### 12. **PRICE INCREASE (AFTER ONE YEAR)**


12.1 The State Procurement Office may review a fully documented request for a price increase only after the contract has been in effect for one (1) year.

12.2 A price increase shall only be considered at the time of a contract extension. The request shall be submitted from 30 to 60 days prior to the anniversary or the contract renewal date and shall be a factor in the extension review process. The request shall be for factors the Contractor was unaware at the time of offer submission. Failure to submit the request within the stated timeframe or failure to supply adequate information with the request may result in the state not considering the request.

12.3 The State, at its sole option, shall determine whether the requested price adjustment or an alternate option is in the best interest of the State. Approval shall be in the form of a contract amendment, and shall become effective on the date specified in the amendment.

13. **PRICE REDUCTION.** A price reduction adjustment may be offered at any time during the term of the Contract and shall become effective upon notice.

14. **APPROPRIATION OF FUNDS.** Every payment obligation of the Agency under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the Agency at the end of the period for which funds are available. No liability shall accrue to the Agency or the State of Arizona in the event this provision is exercised, and

	<h2>Two-Way Radio Contract</h2>		<p style="text-align: center;"> <b>State of Arizona</b>  <b>State Procurement Office</b>          100 N.15th Ave., Suite 201          Phoenix, AZ 85007       </p>
	Solicitation No.: ADSP013-036880	PAGE 28	
	Description: Two-Way Radios	OF 41	

neither the Agency nor the State shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

**15. PANDEMIC CONTRACTUAL PERFORMANCE.**

- 15.1 The State shall require a written plan that illustrates how the Contractor shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include: (i) Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce; (ii) Alternative methods to ensure there are products in the supply chain; and (iii) An up to date list of company contacts and organizational chart.
- 15.2 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights: (i) After the official declaration of a pandemic, the State may temporarily void the contract(s) in whole or specific sections if the Contractor cannot perform to the standards agreed upon in the initial terms; (ii) The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the director as per § 41-2537 of the Arizona Procurement Code; and (iii) Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s).
- 15.3 The State, at any time, may request to see a copy of the written plan from the Contractor. The contractor shall produce the written plan within 72 hours of the request.

- 16. ELECTRONIC OR INFORMATION TECHNOLOGY.** Products, services and maintenance shall comply with A.R.S. § 41-3531, which requires conformance with the requirements of Section 508 of the Rehabilitation Act of 1973. Failure to comply shall be considered a breach of the Contract.

**FINANCIAL SOUNDNESS.**

- 17.1 The Agency shall be notified in writing of any substantial change in the Offeror's financial condition during the term of the Contract. Failure to notify the Agency of such a substantial change in financial condition shall be sufficient grounds for terminating the Contract.
- 17.2 The State may request the Contractor and any of the Contractor's Subcontractors to provide a certified Statement of Financial Capability or the company's most current financial statement which has been audited by their outside auditing firm.

**18. PROTECTION OF FACILITIES AND GROUNDS.**

- 18.1 The contractor shall provide the services contained herein in such a manner that does not result in damage to State and eligible using agency facilities, grounds, landscaping, utilities, or structures. In the event that damage does occur during the performance of this contract, the contractor shall repair or replace the damage at no cost to the State or eligible using agency as specified.
- 18.2 Should the contractor fail or refuse to make proper repairs or replacements, the contractor shall be liable for the cost thereof which may be deducted from unpaid invoices or by any other means provided by law. Any and all equipment (containers) supplied by the contractor(s) for use by an eligible using agency shall remain the property of the contractor.

- 19. BILLING.** All billing notices or invoices shall be sent to the eligible using agency whose address appears on the contract release order/purchase order as the 'bill to address' and should contain, at a minimum, the following information.

- Name and address of the contractor;
- Both the contract number and contract release/purchase order number;
- The contractors federal tax identification number;
- The contractor's remittance address;
- A description of the goods or services provided;
- Quantity and delivery/service timeframe;
- Itemized (if applicable) and total invoice pricing.

**21. INSURANCE -**

**21.1 INDEMNIFICATION:**

Contractor agrees to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing





## Two-Way Radio Contract

Solicitation No.: ADSP013-036880

PAGE  
29

Description: Two-Way Radios

OF  
41

State of Arizona  
State Procurement Office  
100 N.15th Ave., Suite 201  
Phoenix, AZ 85007

permits for any work included in the project, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, (including reasonable attorney's fees), (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

### 21.2 INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase such additional insurance as may be determined necessary.

#### A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - Contractor shall provide coverage with limits of liability not less than those stated below:

##### 1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability and XCU coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Damage to Rented Premises \$ 50,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor"***. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.


b. Policy shall contain a waiver of subrogation Endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

##### 2. **Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities"***

	<h2>Two-Way Radio Contract</h2>		<p style="text-align: center;"> <b>State of Arizona</b>  <b>State Procurement Office</b>          100 N.15th Ave., Suite 201          Phoenix, AZ 85007       </p>
	Solicitation No.: ADSP013-036880	PAGE 30	
	Description: Two-Way Radios	OF 41	

*performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".* Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

- b. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- c. Policy shall contain a severability of interests provision.

### 3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

### B. ADDITIONAL INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed to contain, the following provisions:

- 1. The Contractor's policies shall stipulate that the insurance afforded the contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by Arizona Revised Statutes Section 41-621 (C).
- 2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

### C. NOTICE OF CANCELLATION: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to **the Department** and shall be sent by certified mail, return receipt requested.


### D. ACCEPTABILITY OF INSURERS: Contractors insurance shall be placed with companies duly licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

### E. VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **the Department**. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

### F. SUBCONTRACTORS: Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above. Contractor may at its discretion furnish as partial coverage for a subcontractor, certificates with lesser limits of liability than the minimum amounts identified above, provided that Contractor also includes said subcontractor as insured under Contractor's insurance for all amounts exceeding such lesser limits of liability.

	<h2>Two-Way Radio Contract</h2>		<p style="text-align: center;"> <b>State of Arizona</b>  <b>State Procurement Office</b>          100 N.15th Ave., Suite 201          Phoenix, AZ 85007       </p>
	Solicitation No.: ADSP013-036880	PAGE 31	
	Description: Two-Way Radios	OF 41	

G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.

H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

**22. CONTRABAND.**

22.1 Any person who takes into or out of, or attempts to take into or out of a correctional facility or the grounds belonging to adjacent to a correctional facility, any item not specifically authorized by the correctional facility shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including employees and visitors, entering upon these confines are subject to routine searches of their person, vehicles, property of packages.

22.2 **DEFINITION - A.R.S. § 13-2501:** Contraband means any dangerous drug, narcotic drug, intoxication liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use or possession would endanger the safety, security, or preservation of order in a correctional institution or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e. marijuana, non-prescription medication, etc.)

22.3 **PROMOTING PRISON CONTRABAND - A.R.S. § 13-2505:**

1. A person, not otherwise authorized by law, commits promoting prison contraband:

- A. By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
- B. By knowingly conveying contraband to any person confined in a correctional facility; or
- C. By knowingly making, obtaining or possessing contraband while being confined in a correctional facility.

2. Promoting prison contraband is a Class 5 felony.

23. **LOBBYING.** The Contractor shall not engage in lobbying activities, as defined in 40 CFR part 34 and ARS §41-1231, et seq., using monies awarded under this Contract. Upon award of this Contract, the Contractor shall disclose all lobbying activities to the State to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. The Contractor shall implement and maintain adequate controls to assure that monies awarded under this Contract shall not be used for lobbying. All proposed Subcontractors shall be subject to the same lobbying provisions stated above. The Contractor shall include anti-lobbying provisions in all Contracts with Subcontractors.

24. Termination for Convenience that "The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination." also apply to termination for non-appropriation of funds.


25. Subsections 3.7 Property of the State and 3.8 Ownership of Intellectual Property does not apply to this agreement.

26. The Contractor proposes that risk of loss pass upon delivery of equipment. As a publicly traded company, The Contractor must comply with U.S. Generally Accepted Accounting Principles (GAAP). GAAP requires the passage of risk of loss prior to a company recording a shipment as revenue on its income statement. The Contractor warrants any equipment found to be nonconforming upon inspection by authorized personnel at the Customer's location will be covered under agreed to warranty provisions.

27. The Contractor complies subject to excess costs being reasonable and for materials and services not exceeding that specified in the contract less the unpaid portion of the contract price.


28. **EQUIPMENT WARRANTY.** During the Warranty Period, The Contractor warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

28.1 **THE CONTRACTOR SOFTWARE WARRANTY.** Unless otherwise stated in the Software License Agreement, during the Warranty Period, The Contractor warrants the software in accordance with the terms of the Software License Agreement and the provisions of this Section 1 that are applicable to the Contractor's Software. If System Acceptance is delayed beyond six (6) months after shipment of the Contractor's Software by events or causes within Customer's control, this warranty expires

	<b>Two-Way Radio Contract</b>		<b>State of Arizona</b> <b>State Procurement Office</b> 100 N. 15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: ADSP013-036880	PAGE 32	
	Description: Two-Way Radios	OF 41	

eighteen (18) months after the shipment of the Contractor's Software. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

- 28.2 **EXCLUSIONS TO EQUIPMENT AND THE CONTRACTOR'S SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or The Contractor Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by The Contractor; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.
- 28.3 **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify The Contractor in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, The Contractor will investigate the warranty claim. If this investigation confirms a valid warranty claim, The Contractor will (at its option and at no additional charge to Customer) repair the defective Equipment or The Contractor Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or The Contractor Software. That action will be the full extent of The Contractor's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then The Contractor may invoice Customer for responding to the claim on a time and materials basis using The Contractor's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of The Contractor.
- 28.4 **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by The Contractor to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable.
- 28.4 **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND THE CONTRACTOR SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. THE CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 28.5 "Warranty Period" means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first

	<b>Uniform Terms and Conditions</b>		<b>State of Arizona State Procurement Office</b> 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: ADSP013-036880	PAGE 33	
	Description: Two-Way Radios	OF 41	


## UNIFORM TERMS AND CONDITIONS

1. **Definition of Terms.** As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1 "Attachment" means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2 "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3 "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4 "Contractor" means any person who has a Contract with the State.
- 1.5 "Days" means calendar days unless otherwise specified.
- 1.6 "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8 "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9 "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10 "Services" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11 "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12 "State" means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13 "State Fiscal Year" means the period beginning with July 1 and ending June 30.

## 2 Contract Interpretation

- 2.1 Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

	<b>Uniform Terms and Conditions</b>		<b>State of Arizona State Procurement Office</b> 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: ADSP013-036880	PAGE 34	
	Description: Two-Way Radios	OF 41	

2.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

- 2.3.1 Special Terms and Conditions;
- 2.3.2 Uniform Terms and Conditions;
- 2.3.3 Statement or Scope of Work;
- 2.3.4 Specifications;
- 2.3.5 Attachments;
- 2.3.6 Exhibits;
- 2.3.7 Documents referenced or included in the Solicitation.

2.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6 No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

### 3 **Contract administration and operation.**


3.1 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2 Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3 Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4 Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines noncompliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to


	<b>Uniform Terms and Conditions</b>		<b>State of Arizona</b> <b>State Procurement Office</b> 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: ADSP013-036880	PAGE 35	
	Description: Two-Way Radios	OF 41	

whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

- 3.6 Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7 Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8 Ownership of Intellectual Property  
Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of the contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.
- 3.9 Federal Immigration and Nationality Act The Contractor shall comply with all federal, state, and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers or any employee thereof to ensure compliance. Should the State determine that the contractor and or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including but not limited to; suspension of work, termination of the contract for default and suspension and or debarment of the contractor.
- 3.10 E-Verify Requirements In accordance with A.R.S 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. 23-214, Subsection A.
- 3.11 Scrutinized Businesses In accordance with A.R.S. 35-391 and A.R.S. 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

#### **4 Costs and Payments**

- 4.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2 Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3 Applicable Taxes.
- 4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

	<b>Uniform Terms and Conditions</b>		<b>State of Arizona</b> <b>State Procurement Office</b> 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: ADSP013-036880	PAGE 36	
	Description: Two-Way Radios	OF 41	

4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current IRS W9 Form on file with the State of Arizona, unless not required by law.

4.4 Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5 Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

- 4.5.1 Accept a decrease in price offered by the, contractor
- 4.5.2 Cancel the Contract
- 4.5.3 Cancel the contract and re-solicit the requirements.

## 5 Contract changes

5.1 Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.


5.3 Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

## 6 Risk and Liability

6.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 Indemnification



	<h2 style="margin: 0;">Uniform Terms and Conditions</h2>		<b>State of Arizona</b> <b>State Procurement Office</b> 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: ADSP013-036880	PAGE 37	
	Description: Two-Way Radios	OF 41	

6.2.1 Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.

6.2.2 Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers."

6.3 Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4 Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2 Force Majeure shall not include the following occurrences:


6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

	<b>Uniform Terms and Conditions</b>		<b>State of Arizona State Procurement Office</b> 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: ADSP013-036880	PAGE 38	
	Description: Two-Way Radios	OF 41	


- 6.5 **Third Party Antitrust Violations.** The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

## **7 Warranties**

- 7.1 **Liens.** The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 7.2 **Quality.** Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
- 7.2.1 Of a quality to pass without objection in the trade under the Contract description;
  - 7.2.2 Fit for the intended purposes for which the materials are used;
  - 7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
  - 7.2.4 Adequately contained, packaged and marked as the Contract may require; and
  - 7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3 **Fitness.** The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4 **Inspection/Testing.** The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5 **Compliance With Applicable Laws.** The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.
- 7.6 **Survival of Rights and Obligations after Contract Expiration or Termination.**
- 7.6.1 **Contractor's Representations and Warranties.** All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
  - 7.6.2 **Purchase Orders.** The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

## **8 State's Contractual Remedies**

- 8.1 **Right to Assurance.** If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for

	<b>Uniform Terms and Conditions</b>		<b>State of Arizona</b> <b>State Procurement Office</b> 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: ADSP013-036880	PAGE 39	
	Description: Two-Way Radios	OF 41	

terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

**8.2 Stop Work Order.**

8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

**8.3 Non-exclusive Remedies.** The rights and the remedies of the State under this Contract are not exclusive.

8.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.


8.5 Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

**9 Contract Termination**

9.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

	<b>Uniform Terms and Conditions</b>		<b>State of Arizona</b> <b>State Procurement Office</b> 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: ADSP013-036880	PAGE 40	
	Description: Two-Way Radios	OF 41	

- 9.4 **Termination for Convenience.** The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 9.5 **Termination for Default**
- 9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
- 9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.
- 9.6 **Continuation of Performance Through Termination.** The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 10 **Contract Claims.** All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.
- 11 **Arbitration.** The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).
- 12 **Comments Welcome.** The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15<sup>th</sup> Avenue, Suite 201, Phoenix, Arizona 85007.



## End of Contract

Solicitation No.: ADSP013-00002133

PAGE  
41

Description: Two-Way Radios

OF  
41

**State of Arizona**  
**State Procurement Office**  
100 N.15th Ave., Suite 201  
Phoenix, AZ 85007





**Quote Number:** QU0000316218

**Effective:** 02 APR 2015

**Effective To:** 01 JUN 2015

**Bill-To:**

GILBERT, TOWN OF  
50 E CIVIC CENTER DR  
GILBERT, AZ 85296  
United States

**Ultimate Destination:**

GILBERT, TOWN OF  
85 E CIVIC CENTER DR  
GILBERT, AZ 85296  
United States

**Attention:**

**Name:** John Glorioso  
**Email:** john.glorioso@gilbertaz.gov  
**Phone:** (480) 503-6335

**Sales Contact:**

**Name:** Nick Spino / Mike Sumnicht  
**Email:** nick.spino@creativecom.com  
**Phone:** (602) 955-8405

**Request For Quote:** Gilbert FD APX7000XE (10)

**Contract Number:** ARIZONA STATE

**Freight terms:** FOB Destination

**Payment terms:** Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	% Discount Price	Extended Price
1	10	H49TGD9PW1AN	APX7000XE DIGITAL PORTABLE RAD	\$3,836.00	\$2,877.00	25.00	\$28,770.00
1a	10	QA00579AC	ADD: ENABLE DUAL BAND OPERATION	\$1,000.00	\$750.00	25.00	\$7,500.00
1b	10	Q806BP	ADD: ASTRO. DIGITAL CAI OPERATION	\$515.00	\$386.25	25.00	\$3,862.50
1c	10	Q498AZ	ENH: ASTRO 25 OTAR W/ MULTIKEY	\$740.00	\$555.00	25.00	\$5,550.00
1d	10	Q629AL	ENH: AES ENCRYPTION	\$475.00	\$356.25	25.00	\$3,562.50
1e	10	QA00569AB	ADD: 7/800MHZ PRIMARY BAND	-	-		-
1f	10	QA00574AC	ADD: VHF SECONDARY BAND	-	-		-
1g	10	H301CM	DEL: DELETE BELT CLIP	\$-10.00	\$-7.50	25.00	\$-75.00
1h	10	HA00025AB	ADD: 3 YR ENCRYPT RSA COMPREHENSIVE	\$229.00	\$229.00	-	\$2,290.00
1i	10	QA01427AC	ALT: IMPACT GREEN HOUSING	\$25.00	\$18.75	25.00	\$187.50
1j	10	H38BU	ADD: SMARTZONE OPERATION	\$1,500.00	\$1,125.00	25.00	\$11,250.00
1k	10	Q361AS	ADD: P25 9600 BAUD TRUNKING	\$300.00	\$225.00	25.00	\$2,250.00
1l	10	QA00580AD	ADD: TDMA OPERATION	\$450.00	\$337.50	25.00	\$3,375.00
1m	10	QA01648AA	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	\$5.00	\$3.75	25.00	\$37.50
2	10	NTN8266B	BELT CLIP KIT	\$12.00	\$9.00	25.00	\$90.00
3	10	NNTN8092A	BATT IMP FM R LI ION 2300M 2350T BLK	\$142.00	\$106.50	25.00	\$1,065.00
4	10	NNTN8203A	IMPRES XE RSM, GREEN	\$335.00	\$251.25	25.00	\$2,512.50
5	10	WPLN7080A	CHR IMP SUC EXT US/NA/CA/LA	\$125.00	\$93.75	25.00	\$937.50

**Estimated Tax Amount**

\$5,706.87

**Total Quote in USD**

\$78,871.87

Pricing is based off of Motorola's Arizona State Contract: ADSP013-036880, with taxes estimated at 7.8% and shipping FedEx ground is included.

\*\*\*\*\*

Radio programming is not included with quote, but is available if needed.

PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)





## Council Communication

**TO:** Honorable Mayor and Councilmembers

**FROM:** Ramon Arenas, Deputy Chief, 503-6165

**MEETING DATE:** May 14, 2015

**SUBJECT:** Renewal of Contract #2013-3002-0133 for Purchasing Gilbert Fire & Rescue Department Uniforms from United Fire Equipment Company.

**STRATEGIC INITIATIVE:** Community Livability

This contractual purchasing agreement provides fire and rescue employees the necessary resources and process to acquire required department uniforms.

### **RECOMMENDED MOTION**

A motion to renew Gilbert Fire & Rescue Department uniform purchasing contract # 2013-3002-0133 with United Fire Equipment Company, for a term of one year, in the amount not to exceed \$150,000.00 for fiscal year 2016, and authorize the Mayor to execute the required documents.

### **BACKGROUND/DISCUSSION**

Gilbert entered into a contract with United Fire Equipment Company on July 1, 2014, for purchasing Fire and Rescue department uniforms. This contract includes an option to renew for a one year term. The current contract will expire on June 30, 2015. Gilbert Fire & Rescue will continue to require such services in the 2016 fiscal year.

The contract renewal # 2013-3002-0133 was reviewed by Diane Shannon, Contract Specialist.

### **FINANCIAL IMPACT**

United Fire Equipment Company has committed to hold the current pricing through the 2016 fiscal year. The total maximum contract price for the renewal term will be \$150,000.00.

Reviewed by Laura Lorenzen, Budget.

**STAFF RECOMMENDATION**

Staff recommends renewal of Contract #2013-3002-0133 for purchasing Gilbert Fire & Rescue uniforms, for a term of one year, beginning July 1, 2015.

Respectfully submitted,

Ramon Arenas  
Deputy Chief

**Approved By****Approval Date**

Jim Jobusch  
Michael Hamblin  
Laura Lorenzen  
Douglas Boyer

5/4/2015 6:34 AM  
5/4/2015 7:30 AM  
5/4/2015 9:22 AM  
5/5/2015 12:16 PM

RENEWAL OF GILBERT  
CONTRACT 2013-3002-0133

WHEREAS, the Town of Gilbert, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona, hereinafter referred to as “Gilbert” and United Fire Equipment Company hereinafter designated as “Contractor” entered into a Contract for Uniforms dated December 6, 2012; and

WHEREAS, Gilbert and Contractor have mutually agreed to renew the Contract for a term and price specified below;

NOW, THEREFORE, the parties agree as follows:

1. Contingent on funds being appropriated or budgeted for the renewal term, the Contract for Uniforms entered into by Gilbert and Contractor on December 6, 2012, is renewed for a period of one (1) year(s) commencing July 1, 2015 and continuing through June 30, 2016 (“the Renewal Term”).
2. The Contract prices for the Renewal Term shall be the current pricing, as set forth in Exhibit A.
3. INTENTIONALLY OMITTED
4. During the Renewal Term, the following additional terms and conditions apply:
  - a. Authority to Renew. The Gilbert Purchasing Administrator has authority to approve any subsequent renewal after the Renewal Term, including changes in the scope of work, provided that: (1) the Contract amount does not exceed \$100,000; (2) the original prices remain in effect during the Renewal Term; or (3) the contract unit pricing does not increase or the contract pricing is adjusted pursuant to the terms and conditions of the Contract.
  - b. Late Invoices. Gilbert reserves the right to deduct up to ten percent (10%) from the invoiced amount for any invoice submitted more than sixty (60) days after the services or supplies are provided. Invoices for the month of July shall be submitted on or before August 1<sup>st</sup>. Invoices submitted after the close out of the fiscal year (August 1<sup>st</sup>) shall not be paid by Gilbert.
  - c. Emergency Response.
    - (i) Response. Gilbert is an emergency response organization. Contractor services or supplies may be required in case of an emergency involving a sudden, immediate threat of danger to the public health, welfare or property in Gilbert (“local emergency”) or in the case where the Mayor of Gilbert, the mayor or governing body of another municipality in Maricopa County, the Maricopa County Board of

Supervisors, the State, or the President of the U.S. has declared an emergency (“State of Emergency”). In the event of a local emergency or State of Emergency, Gilbert may require Contractor to provide services or supplies as rapidly as possible and to such locations as directed by Gilbert when necessary to protect the public health and welfare and/or property. Contractor shall not be required to respond to the extent response is not feasible due to Acts of God or other factors beyond its control.

(ii) Emergency Contact. Contractor shall provide the designated Gilbert Emergency Management Coordinator at (480) 503-6333 and the designated Gilbert representative with a contact point (name, cell phone number, e-mail and facsimile number) who can be reached on a 24 hour/7 days a week basis so that effective response can be initiated. Contractor’s contact person(s) must be able to communicate with Gilbert within one (1) hour from the time the contact person is telephoned by Gilbert.

6. All other provisions of the Contract shall remain in full force and effect.

AGREED TO and ENTERED THIS \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

TOWN OF GILBERT

\_\_\_\_\_  
John Lewis Mayor

ATTEST:

\_\_\_\_\_  
Catherine A. Templeton, Town Clerk

CONTRACTOR

\_\_\_\_\_  
Its: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
L. Michael Hamblin  
Town Attorney

By: \_\_\_\_\_

Service or On-Going Supplies Contract Renewal  
Form No. 1.3.11  
Revised: August 12, 2013

## EXHIBIT A

### UNIFORM ITEM PRICING JULY 30, 2015 through JUNE 30, 2016

Item No.	Unit of Measure	List Price	FY15 Contract Price	FY16 Contract Price	Description
LIO2200/30-A	EA	\$80.00	\$40.00	<b>\$40.00</b>	Pant, 100%Cott Wstrn Sz 30
LIO0148NVY-10/28	EA	\$58.00	\$33.65	<b>\$33.65</b>	Shorts - 100 % Cotton Pleated
LIO0148PKT-00/28	PAIR	\$67.00	\$35.95	<b>\$35.95</b>	SHORTS, Navy Attack Sz 28
LIO2101A/29	PAIR	\$169.00	\$92.21	<b>\$92.21</b>	Trouser, Nomex Trad'l Style
ELBECA03/17	EA	\$45.95	\$22.00	<b>\$22.00</b>	Shirt, Light Blue Dress
ELBECA66/17.5	EA	\$49.95	\$22.00	<b>\$22.00</b>	Shirt, White W/Name Tag &
WTP25-2-01/30	EA	\$39.95	\$32.95	<b>\$32.95</b>	Belt, Rescue
SBU90010 BLACK	EA	\$6.99	\$3.52	<b>\$3.52</b>	Tie, Clip-On w/ Buttonholes
BLAJ3	EA	\$12.60	\$6.93	<b>\$6.93</b>	Name Bar, 2 1/2X5/8
BLAJ5	EA	\$12.60	\$6.93	<b>\$6.93</b>	Name Bar, 2 1/4X 1/2
PRGTEE/S/GILBERT	EA	\$13.95	\$12.44	<b>\$12.44</b>	T-Shirt,S Sleeve Small Gilbert
PRGTEE/XXL/GILBERT	EA	\$16.65	\$12.37	<b>\$12.37</b>	T-Shirt,S Sleeve XXL Gilbert
PRGTEE/XXXL/GILBERT	EA	\$19.35	\$14.37	<b>\$14.37</b>	T-Shirt,S Sleeve XXXL Gilbert
PRGTEE/LS/M/GILBERT	EA	\$19.55	\$14.63	<b>\$14.63</b>	T-Shirt, S Sleeve Med Gilbert
PRGTEE/LS/XXL/GILBERT	EA	\$22.25	\$16.63	<b>\$16.63</b>	T-Shirt,Lng Slv,XXLarge,Gilber
PRGTEE/LS/XXXL/GILBERT	EA	\$24.95	\$18.63	<b>\$18.63</b>	T-Shirt,Lng Slv,XXXLarge,Gilbe
PRGPO/NV/S/GILBERT	EA	\$44.80	\$39.02	<b>\$39.02</b>	Shirt, SS Polo, Small Gilbert
PRGPO/NV/XXL/GILBERT	EA	\$47.50	\$41.02	<b>\$41.02</b>	Shirt, SS Polo,XXLarge Gilbert
PRGPO/NV/XXXL/GILBERT	EA	\$50.20	\$43.02	<b>\$43.02</b>	Shirt,SS Polo,XXXLarge Gilbert
PRGPO/NV/LS/S/GILBERT	EA	\$50.30	\$43.97	<b>\$43.97</b>	Shirt,Lng Slv Polo,Sm, Gilbert
PRGPO/NV/LS/XL/GILBERT	EA	\$53.00	\$45.97	<b>\$45.97</b>	Shirt,Lng Slv Polo,XXL Gilbert
PRGPO/NV/LS/XXXL/GILBERT	EA	\$55.70	\$47.97	<b>\$47.97</b>	Shirt,Lng Slv Polo,XXXL Gilbert
PRGSWTPANT/L/GILBERT	PAIR	\$21.85	\$18.71	<b>\$18.71</b>	Sweatpant, Large Gilbert
PRGSWTPANT/XL/GILBERT	PAIR	\$24.55	\$20.71	<b>\$20.71</b>	Sweatpant,XXLge Gilbert

Service or On-Going Supplies Contract Renewal  
Form No. 1.3.11  
Revised: August 12, 2013

Item No.	Unit of Measure	List Price	FY15 Contract Price	FY16 Contract Price	Description
PRGSWTPANT/XXL/GILB	PAIR	\$27.25	\$22.71	<b>\$22.71</b>	Sweatpant,XXXLge Gilbert
PRGSHORTPKT/L/GILBER	PAIR	\$16.20	\$13.46	<b>\$13.46</b>	Short, PT w/Pkt, Lg Gilbert
PRGSHORTPKT/XXL/GILB	PAIR	\$18.90	\$15.46	<b>\$15.46</b>	Short,PT w/Pkt, XXLg Gilbert
PRGKNITHAT/GILBERT	EA	\$10.95	\$10.27	<b>\$10.27</b>	Hat, Knit, Navy, Gilbert
PRGBALLCAP/GILBERT	EA	\$15.95	\$14.96	<b>\$14.96</b>	Ballcap, Adjustable, Gilbert
PRGFLEX/S-M/GILBERT	EA	\$16.95	\$14.96	<b>\$14.96</b>	Ballcap, FlexFit, S-M, Gilbert
PRGFLEX/YOUTH/GILBER	EA	\$16.95	\$14.96	<b>\$14.96</b>	Ballcap,FlexFit,Youth, Gilbert
PRGJKTEMB/L/GILBERT	EA	\$105.70	\$83.39	<b>\$83.39</b>	Jacket,Hvy,Embrdrd Lg Gilbert
PRGJKTEMB/XXL/GILBER	EA	\$108.40	\$85.39	<b>\$85.39</b>	Jacket,Hvy,Embrdrd,XXLg Gilbert
PRGJKTEMB/XXXL/GILBE	EA	\$111.10	\$87.37	<b>\$87.37</b>	Jacket,Hvy,Embrdrd,XXXLg Gilbr
PRGWRKR/L/GILBERT	EA	\$39.90	\$35.21	<b>\$35.21</b>	Windbreaker, Large Gilbert
PRGWRKR/XXL/GILBERT	EA	\$42.60	\$37.21	<b>\$37.21</b>	Windbreaker, XX-Large Gilbert
PRGWRKR/XXXL/GILBER	EA	\$45.30	\$39.21	<b>\$39.21</b>	Windbreaker,XXX-Large Gilbert
AKERB08-BP-28	EA	\$25.00	\$8.85	<b>\$8.85</b>	Belt,ProBond 1.5 Plain Sz 28
PRGHOOZIP/L/GILBERT	EA	\$35.15	\$31.95	<b>\$31.95</b>	Hoodie, Zipped, Large Gilbert
PRGHOOZIP/XXL/GILBE	EA	\$37.85	\$31.96	<b>\$31.96</b>	Hoodie, Zipped, XXL, Gilbert
PRGHOOZIP/XXXL/GILB	EA	\$40.55	\$33.96	<b>\$33.96</b>	Hoodie, Zipped, XXXL, Gilbert
PRGSSHIRT/L/GILBERT	EA	\$35.15	\$22.46	<b>\$22.46</b>	Swtshrt Crwnck, Lg, Gilbert
PRGSSHIRT/XXL/GILBER	EA	\$37.85	\$24.46	<b>\$24.46</b>	Swtshrt Crwnck, XXL, Gilbert
PRGSSHIRT/XXXL/GILBE	EA	\$40.55	\$26.46	<b>\$26.46</b>	Swtshrt Crwnck, XXXL,Gilbert
FEC17B8696C/36R	EA	\$340.00	\$246.97	<b>\$246.97</b>	Jacket, Class A, 36R
FEC28P8696/29	PAIR	\$121.99	\$76.95	<b>\$76.95</b>	Trousers, Dress , Class A, 29
BLAA2858/G	EA	\$24.50	\$14.98	<b>\$14.98</b>	Badge,Hat 3-Bugles,Closed Gold
BLAA2857/G	EA	\$24.50	\$14.98	<b>\$14.98</b>	Badge,Hat 5-Bugles,Closed Gold
BLAA2859/G	EA	\$24.50	\$14.98	<b>\$14.98</b>	Badge,Hat,Bugles Gold Crossed

Service or On-Going Supplies Contract Renewal  
Form No. 1.3.11  
Revised: August 12, 2013

Item No.	Unit of Measure	List Price	FY15 Contract Price	FY16 Contract Price	Description
BLAA2327/S	EA	\$22.50	\$14.98	<b>\$14.98</b>	Badge, Hat, Scrmbl Silvr 1-5/8
BLAA7291/G	EA	\$24.50	\$14.98	<b>\$14.98</b>	Badge,Hat 4 Bugle Crossed Gold
BLAA7296B/G	EA	\$24.50	\$14.98	<b>\$14.98</b>	Badge, Hat 4 Bugle Gold
BLAA8456/S	EA	\$24.50	\$14.98	<b>\$14.98</b>	Badge, Hat,1-5/8 Antq Pump Slvr
BLAA7290/S	EA	\$22.50	\$14.98	<b>\$14.98</b>	Badge,Hat 2 Par Bugles Silvr
SBU90078 #61	EA	\$6.99	\$3.52	<b>\$3.52</b>	Necktie With Buttonholes, Dark
SBU90019 #61	EA	\$6.99	\$3.52	<b>\$3.52</b>	Tie.X-Long,Clip On, Navy
SBU90010 #61	EA	\$6.99	\$3.52	<b>\$3.52</b>	Tie, Clip-On w/ Buttonholes
SBUDARK NAVY #96	EA	\$6.99	\$3.52	<b>\$3.52</b>	Tie, Ladie's Crossover
SBU90019 BLACK	EA	\$6.99	\$3.52	<b>\$3.52</b>	Tie,X-Long,Clip On,Black
SBU90043 BLACK	EA	\$6.99	\$3.52	<b>\$3.52</b>	Tie.X-Long, ClipOn w/BH Blk
SBU90099/BLK	EA	\$6.99	\$3.52	<b>\$3.52</b>	Necktie, Black, Extra Long
SBU90156/BLK	EA	\$6.99	\$3.52	<b>\$3.52</b>	Tie, Ladie's Crossover,Black
PRGTEE/LS/L/GT	EA	\$21.65	\$16.54	<b>\$16.54</b>	Tee, LS, DkNvy, Lg,Gilbert
PRGTEE/LS/XXL/GT	EA	\$24.35	\$18.54	<b>\$18.54</b>	Tee, LS, DkNvy, XXL, Gilbert
PRGTEE/LS/XXXL/GT	EA	\$27.05	\$20.54	<b>\$20.54</b>	Tee, LS, DkNvy, XXXL, Gilbert
PRGTEE/L/GT	EA	\$14.65	\$12.44	<b>\$12.44</b>	Tee, SS, DkNvy, Lg, Gilbert
PRGTEE/XXL/GT	EA	\$17.35	\$13.84	<b>\$13.84</b>	Tee, SS, XXXL Gilbert
PRGTEE/XXXL/GT	EA	\$20.05	\$15.84	<b>\$15.84</b>	Tee, SS, XXXL Gilbert
BAT111/10D	PAIR	\$125.95	\$82.95	<b>\$82.95</b>	Shoe, Hi Gloss Dress, 10D
PRGTEE/T/L/GT	EA	\$21.21	\$16.54	<b>\$16.54</b>	Tee, Tall,w/pkt, Lg, Gilbert
PRGTEE/T/XXL/GT	EA	\$23.91	\$17.41	<b>\$17.41</b>	Tee, Tall,w/pkt, XXXL, Gilbert
PRGTEE/T/XXXL/GT	EA	\$26.61	\$19.41	<b>\$19.41</b>	Tee, Tall,w/pkt, XXXL, Gilbert
PRGTEE/T/LS/L/GT	EA	\$26.80	\$19.87	<b>\$19.87</b>	Tee,LS, Tall/Lg,w/pkt, Gilbert
PRGTEE/T/LS/XXL/GT	EA	\$29.50	\$21.87	<b>\$21.87</b>	Tee,LS, Tall/XXL,w/pkt,Gilbert
PRGTEE/T/LS/XXXL/GT	EA	\$32.20	\$23.87	<b>\$23.87</b>	Tee,LS,Tall/XXXL,w/pkt,Gilbert
FEC4800SK/10	EA	\$102.95	\$76.95	<b>\$76.95</b>	Skirt, Class A,Misses, Sz 10
BLAA2871/G	EA	\$12.90	\$7.95	<b>\$7.95</b>	Insig, 5 Bugle, 15/16 Gold
BLAA4280/G	EA	\$12.90	\$7.95	<b>\$7.95</b>	Insig, 4 Bugle Gold 15/16
BLAA2873/G	EA	\$12.90	\$7.95	<b>\$7.95</b>	Insig,15/16,3Cross Bugle Gold
BLAA2886/S	EA	\$11.90	\$7.95	<b>\$7.95</b>	Insig,15/16 Fire Scrmbl Silvr
BLAA2874/S	EA	\$11.90	\$7.95	<b>\$7.95</b>	Insig,15/16,2Cross Bugle Silvr
BLAA2875/S	EA	\$11.90	\$7.95	<b>\$7.95</b>	Insig,2 Parallel Bugles Silvr
BLAA2940/S	EA	\$11.90	\$7.95	<b>\$7.95</b>	Insig,15/16, Antique Pump Silvr

Service or On-Going Supplies Contract Renewal  
Form No. 1.3.11  
Revised: August 12, 2013



Item No.	Unit of Measure	List Price	FY15 Contract Price	FY16 Contract Price	Description
ELBECA23/14.5-30NT	EA	\$46.50	\$23.37	<b>\$23.37</b>	Shirt,L/S LtBl NO Name/Badge T
ELBECA99/17-37NT	EA	\$46.50	\$23.37	<b>\$23.37</b>	Shirt,L/S Wht NoName/Badge Tab
PRGBALLCAP/V ELC/GILB	EA	\$16.95	\$14.75	<b>\$14.75</b>	Ballcap, Velcro Adjust,Gilbert
PREP51	EA	\$10.95	\$1.95	<b>\$1.95</b>	Tie Bar, Silver
PREP50	EA	\$10.95	\$1.95	<b>\$1.95</b>	Tie Bar, Gold
REMOVESCREEN	EA	\$20.00	\$10.00	<b>\$10.00</b>	REMOVE SCREENING
ADDSLEEVE	EA	\$8.00	\$4.00	<b>\$4.00</b>	ADD SLEEVE SCREENING
ADDNAME	EA	\$20.00	\$10.00	<b>\$10.00</b>	Add Name
HATNAME	EA	\$5.00	\$4.00	<b>\$4.00</b>	HATNAME EMBROIDERY
TAPER	EA	\$32.75	\$32.75	<b>\$32.75</b>	Taper Back of Jacket
SLEEVES	EA	\$18.75	\$18.75	<b>\$18.75</b>	Shorten or Lengthen Sleeves
PATCH	EA	\$6.75	\$6.75	<b>\$6.75</b>	Sew Sleeve Patch
PATCHYEARS	EA	\$5.00	\$5.00	<b>\$5.00</b>	Sew On Years of Service Patch
MOVE	EA	\$5.00	\$5.00	<b>\$5.00</b>	Move Badge Tab
CHANGE	EA	\$12.75	\$12.75	<b>\$12.75</b>	Change Braid (Per Set)
BUTTONS	EA	\$6.00	\$6.00	<b>\$6.00</b>	Change Buttons
PRGPO/WT/LS/L/ GILBER	EA	\$50.30	\$43.97	<b>\$43.97</b>	Polo, White, LS, Lg, Gilbert
PRGPO/WT/LS/X XL/GILB	EA	\$53.00	\$45.97	<b>\$45.97</b>	Polo, White, LS, XXL,Gilbert
PRGPO/WT/LS/X XXL/GIL	EA	\$55.70	\$47.97	<b>\$47.97</b>	Polo,White, LS, XXXL,Gilbert
PRGPO/WT/L/GILBERT	EA	\$44.80	\$29.02	<b>\$29.02</b>	Polo, White, SS, Lg, Gilbert
PRGPO/WT/XXL/ GILBERT	EA	\$47.50	\$41.02	<b>\$41.02</b>	Polo, White, SS, XXL, Gilbert
PRGPO/WT/XXX L/GILBER	EA	\$50.20	\$43.02	<b>\$43.02</b>	Polo, White, SS, XXXL,Gilbert
MID114-BLK/6 3/4	EA	\$49.95	\$41.21	<b>\$41.21</b>	Hat, Bell Top, Black,6 3/4
MID112-WHT/6 3/4	EA	\$55.95	\$41.21	<b>\$41.21</b>	Hat,Bell,White,WhiteBraid6 3/4
PRGTEE/IRIS/XX L/GT	EA	\$16.65	\$13.84	<b>\$13.84</b>	Tee, SS, Iris, XXL, Gilbert
PRGTEE/IRIS/XL/ GT	EA	\$13.95	\$11.84	<b>\$11.84</b>	Tee, SS, Iris, XL, Gilbert
PRGTEE/LS/CB/L /GT	EA	\$19.55	\$16.54	<b>\$16.54</b>	Tee,LS,Carolina Blue,L,Gilbert
PRGTEE/LS/CB/ XXL/GT	EA	\$22.25	\$18.54	<b>\$18.54</b>	Tee,LS,Carolina Blue,2XL,Gilbe
PRGTEE/LS/CB/ XXXL/GT	EA	\$24.95	\$20.54	<b>\$20.54</b>	Tee,LS,Carolina Blue,XXXL,Gilb
BLA4630/NV/L	EA	\$69.99	\$77.96	<b>\$77.96</b>	Jobshirt,100% Cot,Navy,Large

Service or On-Going Supplies Contract Renewal  
Form No. 1.3.11  
Revised: August 12, 2013

Item No.	Unit of Measure	List Price	FY15 Contract Price	FY16 Contract Price	Description
BLA4640/NV/L/R	EA	\$74.99	\$77.96	<b>\$77.96</b>	Jobshirt,Zip,Cotton,Navy,L/R
GER6751	EA	\$37.00	\$35.38	<b>\$35.38</b>	E-Z Out Serrated
GER06971	EA	\$40.00	\$35.38	<b>\$35.38</b>	Knife, EZ Out Rescue
GER01534	EA	\$100.00	\$87.50	<b>\$87.50</b>	Knife, Hinderer Rescue
GER01870	EA	\$80.00	\$69.99	<b>\$69.99</b>	Knife, Hinderer CLS
GER7530	EA	\$69.00	\$68.79	<b>\$68.79</b>	Tool, Multi, MP 600, Stainless
GER7550	EA	\$69.00	\$68.79	<b>\$68.79</b>	Tool, Multi,MP 600, Black
GER22-41966	EA	\$69.00	\$63.00	<b>\$63.00</b>	Knife, Covert F.A.S.T.
GER22-41967	EA	\$54.00	\$50.75	<b>\$50.75</b>	Knife, Covert Mini F.A.S.T.
GER22-01944	EA	\$25.00	\$22.05	<b>\$22.05</b>	Knife, Strap Cutter Black
GER31-000581	EA	\$85.00	\$66.85	<b>\$66.85</b>	Knife, Answer, FAST XI, Tanto
GER31-000558	EA	\$64.00	\$49.99	<b>\$49.99</b>	Knife, Prodigy, Tanto,Serrated
GER30-000014	EA	\$17.00	\$13.45	<b>\$13.45</b>	Tool, Splice, Pocket, Black
GER22-01432	EA	\$39.00	\$30.45	<b>\$30.45</b>	Knife, EVO Serrated
GER22-01492	EA	\$20.00	\$15.75	<b>\$15.75</b>	Knife, EVO Jr. Fine Edge
GER22-48444	EA	\$25.00	\$19.70	<b>\$19.70</b>	Knife, Paraframe,Fine,Stainles
PEL1820C	EA	\$45.84	\$26.35	<b>\$26.35</b>	SABERLIGHT, POCKET, YELLOW
PEL1820C/B	EA	\$45.84	\$26.35	<b>\$26.35</b>	Flashlight,Pockt Sabrelite Blk
PEL2000B	EA	\$49.95	\$25.99	<b>\$25.99</b>	SABERLITE, SUPER, BLACK
PEL2000C	EA	\$49.95	\$25.99	<b>\$25.99</b>	SABERLITE, SUPER, YELLOW
PEL2000P/L	EA	\$50.42	\$31.07	<b>\$31.07</b>	Sabrelite, Super Yellow
PEL2320C/BLK	EA	\$85.44	\$52.65	<b>\$52.65</b>	LIGHT, LITHIUM, BLACK M6
PEL2400C/Y	EA	\$44.24	\$27.25	<b>\$27.25</b>	Stealthlite Color Yellow
PEL2410C/B	EA	\$76.74	\$40.50	<b>\$40.50</b>	Stealthlite, Recoil, Black
PEL2410P/L	EA	\$81.32	\$46.95	<b>\$46.95</b>	Stealthlite Recoil Glow LED
PEL3610C	EA	\$92.65	\$49.95	<b>\$49.95</b>	Flashlight, Little Ed, LED Yel
PEL3700	EA	\$143.12	\$82.49	<b>\$82.49</b>	LIGHT, BIG ED Alkaline 4C
STR33602	EA	\$75.00	\$44.32	<b>\$44.32</b>	Flashlight, 3C Lux Pro Polymer
STR33702	EA	\$75.00	\$44.32	<b>\$44.32</b>	Flashlight, 3C Lux ProPoly Blk
STR69140	EA	\$205.02	\$118.50	<b>\$118.50</b>	Light, Vantage LED Helmet
STR69157	EA	\$210.12	\$118.50	<b>\$118.50</b>	Light,Vantage,LED Helmet,Red
STR67100	EA	\$32.96	\$18.47	<b>\$18.47</b>	Flashlight, 2AA Propoly, Black
STR68202	EA	\$43.86	\$24.80	<b>\$24.80</b>	Light, Yellow Propolymer LED
STR68244	EA	\$60.00	\$34.62	<b>\$34.62</b>	Light, Luxeon 4AA Propolymer
STR68254	EA	\$39.00	\$22.50	<b>\$22.50</b>	LIGHT, 4AA PROPLYMER
STR88850	EA	\$68.96	\$38.91	<b>\$38.91</b>	Light, PolyTac LED Black
STR88834	EA	\$68.00	\$51.65	<b>\$51.65</b>	Light,PolyTac90 Lith Bat Orang
STR88853	EA	\$68.96	\$38.91	<b>\$38.91</b>	Light, PolyTac LED Yellow
STR88860	EA	\$79.57	\$46.00	<b>\$46.00</b>	Light, PolyTac LED HP Black
STR88863	EA	\$79.57	\$46.00	<b>\$46.00</b>	Light, PolyTac LED HP Yellow
STR90641	EA	\$143.17	\$84.95	<b>\$84.95</b>	Flashlight,Knucklehead LED Blk
NEB5618	EA	\$9.99	\$9.99	<b>\$9.99</b>	Light, Larry,LED, Magnetic

Service or On-Going Supplies Contract Renewal  
Form No. 1.3.11  
Revised: August 12, 2013

Item No.	Unit of Measure	List Price	FY15 Contract Price	FY16 Contract Price	Description
NEB5957	EA	\$9.99	\$9.99	<b>\$9.99</b>	Light, Lucy,LED,Magnetic,Pink
STR90644	EA	\$143.17	\$84.95	<b>\$84.95</b>	Light,Knucklehead w/Clip Orang
BLA233R/R/L	EA	\$179.95	\$179.95	<b>\$179.95</b>	Jacket,HiVis,Hood&Snap Reg/Lg
PLSLFAC 001 RED	EA	\$48.00	\$46.95	<b>\$46.95</b>	GEARBAG, Large Red w/Pocket
PLSLFAC 001 BLACK	EA	\$48.00	\$46.95	<b>\$46.95</b>	GEARBAG, Large Black w/Pock
PEL3610C/BLK	EA	\$92.65	\$53.29	<b>\$53.29</b>	Flashlight, Little Ed, Black
PRGBOONIE/GILBERT	EA	\$21.95	\$19.95	<b>\$19.95</b>	Boonie Hat,Adjustable, Gilbert
BLA8432-26/14.5-30	EA	\$49.95	\$23.37	<b>\$23.37</b>	Shirt,White, L/S, 14.5-30/31
BLA8422-26/17	EA	\$45.95	\$22.00	<b>\$22.00</b>	Shirt, White, Dress, SS, 17
LIODU235-10/30L	PAIR	\$106.00	\$46.95	<b>\$46.95</b>	Pant, BDU, 100% Cotton 30L
BLAJ53	PAIR	\$6.95	\$6.95	<b>\$6.95</b>	Insig, 3 Bugle Cross Cut Gold
BLAJ54	PAIR	\$6.95	\$6.95	<b>\$6.95</b>	Insig, 4 Bugle Cross Cut Gold
BLAJ55	PAIR	\$6.95	\$6.95	<b>\$6.95</b>	Insig, 5 Bugle Cross Cut Gold
PRGTEE/T/L/GILBERT	EA	\$16.95	\$15.41	<b>\$15.41</b>	Tee,SS,Tall,L,Gilbert
PRGTEE/T/XXL/GILBERT	EA	\$18.95	\$17.41	<b>\$17.41</b>	Tee,SS,Tall,XXL,Gilbert
PRGTEE/T/XXXL/GILBER	EA	\$20.95	\$19.41	<b>\$19.41</b>	Tee,SS,Tall,XXXL,Gilbert
PRGTEE/T/LS/L/GILB	EA	\$21.40	\$19.87	<b>\$19.87</b>	Tee,LS,Tall,L,Gilbert
PRGTEE/T/LS/XXL/GILB	EA	\$24.10	\$21.87	<b>\$21.87</b>	Tee,LS,Tall,XXL,Gilbert
PRGTEE/T/LS/XXXL/GIL	EA	\$26.80	\$23.87	<b>\$23.87</b>	Tee,LS,Tall,XXXL,Gilbert
STR61304	EA	\$58.00	\$99.00	<b>\$99.00</b>	Headlamp,Protac HL
BLAJ52/G	PAIR	\$6.95	\$6.95	<b>\$6.95</b>	Insig, 2 Cross Bugle Cut Gold
BLAA2874/G	EA	\$11.90	\$7.95	<b>\$7.95</b>	Insig,15/16,2 Cross Bugle Gld



March 9, 2015

UNITED FIRE EQUIPMENT COMPANY

Life Safety is Serious Work ®

Ramon Arenas  
Town of Gilbert Fire Department  
Office of Management and Budget  
85 East Civic Center Drive  
Gilbert Arizona 85296

Subject: Current Uniform contract and extension.

Dear Chief Arenas,

As you know the Town of Gilbert is nearing the end of the current uniform contract. United Fire has had a long standing positive working relationship with the Town of Gilbert, and we look forward to the future.

United Fire has worked closely with all of our current suppliers to hold your prices for the 2015-2016 budget year. The cost of both raw goods and labor has seen a slight increase over the last year. United Fire was able to hold your current prices and not pass on that increase to you the end user.

If the Town of Gilbert finds this offer workable, we will be happy to extend the contract as is. The prices would hold until the end of June 2016. Please feel free to contact me if you have any questions about this offer.

Respectfully submitted,

  
Tanya Rush  
Branch Manager  
United Fire Equipment Company  
125 West Gemini Drive E-7  
Tempe Arizona  
85283  
480 491-5780

335 North 4th Avenue Tucson, AZ 85705 520-622-3639 Fax 520-882-3991 Toll Free 800-362-0150 [www.unitedfire.net](http://www.unitedfire.net)  
ROC073858 ROC076292



## Council Communication

**TO:** Honorable Mayor and Councilmembers

**FROM:** Jason Kerby, Project Manager, 503-6198

**MEETING DATE:** May 14, 2015

**SUBJECT:** Approval of Change Order No. 1 to the construction contract with Blucor Contracting for CIP Project No. ST058, Germann Road –Val Vista to Higley, Contract No. 2015-7003-0477.

**STRATEGIC INITIATIVE:** Infrastructure

This project supports Gilbert's Strategic Initiative for Infrastructure as it expands and improves Germann Road to meet the needs of Gilbert's citizens.

### **RECOMMENDED MOTION**

A motion to approve Change Order No. 1 to the construction services contract with Blucor Contracting for CIP Project No. ST058, Germann Road –Val Vista to Higley, Contract No. 2015-7003-0477 in the amount of \$482,330.50.

### **BACKGROUND/DISCUSSION**

Project ST058 is identified in the FY 2015-19 Capital Improvement Plan (CIP) and provides for the design and construction of Germann Road in accordance with the MAG Regional Transportation Plan, approved by voters as Proposition 400 in 2004. The project will complete improvements to Germann Road between Val Vista Drive and Higley Road. This project will improve this portion of Germann to major arterial roadway standards which include: six travel lanes with bike lanes, raised median, sidewalks and street lighting which will tie into the recently completed road projects on Greenfield Road (ST057), Val Vista Drive (ST124) and the Germann Road improvements constructed as part of Improvement District No. 20 (ST110). This project represents an important east west link that will provide arterial street travel on Germann Road from Val Vista to Higley from the Loop 202 Freeway once completed.

Change order No. 1 represents the effort needed to underground approximately 2,600 feet of SRP overhead power lines along the Germann Road alignment on the Town of Gilbert owned property. This property is located at 2027 East Germann Road. The property was to be the site

of the BMX USA facility. The relocation of the aerial power feed was to be completed with the BMX facility. The public bidding of the Germann Road improvements was completed prior to the decision not to pursue an agreement with BMX. This scope of work was not included within the original construction contract because it was to be included with the development of the BMX facility. Staff was given direction to proceed with this relocation on the Gilbert owned property after the BMX project was canceled. Additionally, SRP required the power lines crossing Greenfield Road be undergrounded with the Germann Road project.

The contract was reviewed for form by Special Counsel Susan Goodwin.

The contract was reviewed by Doug Boyer, Fiscal Supervisor.

### **FINANCIAL IMPACT**

This project included in the FY 2015-19 CIP as project number ST058 and is funded through Developer Contributions, Water Fund, MAG RTP Arterial Fund, 2007 GO Bonds and 2006 GO Bonds. Change Order No. 1 will increase the contract total to \$7,639,260.29. With anticipated remaining Police Department costs of \$75,000 this project budget line item will have sufficient funding for this change order.

#### Summary of Contract Activity

Original Contract Amount	\$7,156,929.79	Approved 10/16/14
Change Order No. 1	\$482,330.50	Pending Approval

Project Accounting Codes: st058-7540-8101

The financial impact was reviewed by Cris Parisot, Management and Budget Analyst.

### **STAFF RECOMMENDATION**

Staff recommends approval of Change Order No. 1.

Respectfully submitted,

Jason Kerby  
Project Manager

**Approved By**

Eliana Hayes  
Kenneth Morgan  
Jack Vincent  
Cris Parisot

**Approval Date**

4/16/2015 2:43 PM  
5/4/2015 10:13 AM  
5/4/2015 5:11 PM  
5/4/2015 10:31 AM

6939 E. Parkway Norte  
Mesa, AZ 85212

## SAFETY - QUALITY - SERVICE

MAILING ADDRESS:  
21738 E. Orion Way  
Queen Creek, AZ 85142

(480) 595-8073 Office  
(480) 575-0814 Fax



<b>To:</b>	Town Of Gilbert	<b>Contact:</b>	Jason Kerby PM
<b>Address:</b>	50 E. Civic Center Dr. Gilbert, AZ 85297 USA	<b>Phone:</b>	(480) 503-6454
		<b>Fax:</b>	(480) 503-6170
<b>Project Name:</b>	Germann Rd Impro: SRP Underground Conversion - POTHOLING REV 1	<b>Bid Number:</b>	1A
<b>Project Location:</b>	Germann Road, Between Greenfield And Coronado, Gilbert, AZ	<b>Bid Date:</b>	1/7/2015

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Mobilization	1.00	LS	\$5,265.00	\$5,265.00
2	Pothole Utilities	1.00	LS	\$51,795.00	\$51,795.00
3	Patch Asphalt - Permanent	1.00	LS	\$5,100.00	\$5,100.00
5	Traffic Control	1.00	LS	\$7,350.00	\$7,350.00
6	Survey	1.00	LS	\$1,445.00	\$1,445.00
				<b>Total Bid Price:</b>	<b>\$70,955.00</b>

### Notes:

- This price is only valid for 30 days and thereafter will become null and void.
- This quote is for the location of approximately 29 utilities in conflict with casing installations crossing Greenfield Road and Germann Road in the Town of Gilbert. This quote will provide the vertical and horizontal locations of all known utilities called out on the plans, all traffic control, off duty police officers, survey, temporary and permanent asphalt patching. This information will be provided to the project design engineers for their use in designing the bore and casing locations for the new SRP power lines.
- Verification and location of any found and unmarked or unknown utility will be at additional cost.
- Revision 1 Deleted the use of off duty police (Town will pay direct)
- Hourly Rates for tracking Cost:
  - \$225.00 / hr - Vacuum Truck and Crew while on site, 1 hr. minimum
  - \$325.00/day -Sub mobilization (in/out total per day)
  - \$187.00/ea - Cost for each 12" dia. core through asphalt or concrete
  - \$626.00/ea - Backfill each hole with 1/2 sack slurry and reinstall the core using Utili-bond.
  - \$425.00/day - for traffic control
  - \$ 55.00/hr - For Blucor foreman for over seeing potholing (hours will be half of subcontractor daily crew hours)
- Request for Time = Number of days utilized to perform work (anticipated 5 days)

### ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

**Buyer:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date of Acceptance:** \_\_\_\_\_

### CONFIRMED:

**Blucor Contracting**

**Authorized Signature:** \_\_\_\_\_

**Estimator:** PATRICK KERWICK



5939 E. Parkway Norte  
Mesa, AZ 85212

**SAFETY - QUALITY - SERVICE**

MAILING ADDRESS:  
21738 E. Orion Way  
Queen Creek, AZ 85142

(480) 595-8073 Office  
(480) 575-0814 Fax



<b>To:</b>	Town Of Gilbert	<b>Contact:</b>	Jason Kerby PM
<b>Address:</b>	50 E. Civic Center Dr. Gilbert, AZ 85297 USA	<b>Phone:</b>	(480) 503-6454
		<b>Fax:</b>	(480) 503-6170
<b>Project Name:</b>	Germann Rd Impro: SRP Underground Conv - MAINLINE TRENCH - REV 1	<b>Bid Number:</b>	2
<b>Project Location:</b>	Germann Road, Between Greenfield And Coronado, Gilbert, AZ	<b>Bid Date:</b>	1/7/2015

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Trench And Backfill.	3,815.00	LF	\$9.75	\$37,196.25
2	Install 3" DB120 Conduit. Price Includes 1 1/2 Sack Slurry 4" Above Conduit And Mule Tape	22,825.00	LF	\$4.95	\$112,983.75
3	Install Switching Cabinets With Slurry Backfill	4.00	EACH	\$2,245.00	\$8,980.00
4	Install Single Phase Transformer With Slurry Backfill	3.00	EACH	\$2,220.00	\$6,660.00
5	Install Electronic Markers.	4.00	EACH	\$21.00	\$84.00
6	Haul Off Spoils	1,250.00	TON	\$11.55	\$14,437.50
7	Survey	1.00	LS	\$1,440.00	\$1,440.00
8	Barricades	1.00	LS	\$1,450.00	\$1,450.00
9	Mobilization	1.00	LS	\$1,615.00	\$1,615.00
				<b>Total Bid Price:</b>	<b>\$184,846.50</b>

**Notes:**

- This price is only valid for 30 days and thereafter will become null and void.
- Costs Include: 3" DB120 Conduit, 45 & 90 degree 36 diameter Sweeps, couplings, caps, mule tape per each run, transformer and switching cabinet templates, ground rods, 6' O.C. spacing racks (various sizes based on location), ball markers as required, riser bends, and 1-1/2 sack CLSM backfill. All work and materials will be per sheet 6 of the plans.
- All work will be per SRP plan sheets 1 thru 6 of 6, dated 12/17/2014, WO # T1979101, Project Name: CUS UE GERMANN RD - 156TH ST TO GREENFIELD.
- Excludes: off duty police officers and flagging at intersections, installing wire, over time, working weekends, holidays.
- Request for Time = 10 day work days be added to contract time.

**ACCEPTED:**

The above prices, specifications and conditions are satisfactory and are hereby accepted.

**Buyer:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date of Acceptance:** \_\_\_\_\_

**CONFIRMED:**

**Blucor Contracting**

**Authorized Signature:** \_\_\_\_\_

**Estimator:** Dustin Bluth  
(480) 595-8073    dustin@blucor.com

6939 E. Parkway Norte  
Mesa, AZ 85212

## SAFETY - QUALITY - SERVICE

MAILING ADDRESS:  
21738 E. Orion Way  
Queen Creek, AZ 85142

(480) 595-8073 Office  
(480) 575-0814 Fax



<b>To:</b>	Blucor Contracting, Inc.	<b>Contact:</b>	Dustin Bluth
<b>Address:</b>	6939 E. Parkway Norte Mesa, AZ 85212 USA	<b>Phone:</b>	(480) 595-8073
		<b>Fax:</b>	(480) 575-0814
<b>Project Name:</b>	Germann Road Improv: SRP C.O. OPTION SELECTION	<b>Bid Number:</b>	ST058
<b>Project Location:</b>	Intersection Of Germann And Greenfield Roads	<b>Bid Date:</b>	

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
<b>3 - OPEN CUT/VAC -GREENFIELD</b>					
3001	MOBILIZATION	1.00	LS	\$6,400.00	\$6,400.00
3002	TRAFFIC CONTROL	1.00	LS	\$14,200.00	\$14,200.00
3003	REMOVE AC/CONC	1.00	LS	\$6,400.00	\$6,400.00
3004	SHORING	1.00	LS	\$13,325.00	\$13,325.00
3005	TRENCH	140.00	LF	\$252.00	\$35,280.00
3006	VAC EX	1.00	LS	\$40,755.00	\$40,755.00
3007	INSTALL CONDUIT	840.00	LF	\$3.15	\$2,646.00
3008	BACKFILL	1.00	LS	\$46,260.00	\$46,260.00
3009	REPLACE CONCRETE	1.00	LS	\$4,245.00	\$4,245.00
3010	REPLACE ASPHALT	100.00	SY	\$153.00	\$15,300.00
3011	SITEWORK ( Reestablish Landscape)	1.00	LS	\$9,900.00	\$9,900.00
<b>Total Price for above 3 - OPEN CUT/VAC -GREENFIELD Items:</b>					<b>\$194,711.00</b>
<b>4 - HDD GERMANN</b>					
4001	MOBILIZATION- GERMANN	1.00	LS	\$11,465.00	\$11,465.00
4002	EXCAVATION (Pit)HDD - GERMANN	1.00	LS	\$3,400.00	\$3,400.00
4003	SHORING - PIT-HDD - GERMANN	1.00	LS	\$5,430.00	\$5,430.00
4004	DIRECTIONAL BORE - HDD- GERMANN	750.00	LF	\$77.00	\$57,750.00
4005	BACKFILL PITS - GERMANN	1.00	LS	\$8,305.00	\$8,305.00
<b>Total Price for above 4 - HDD GERMANN Items:</b>					<b>\$86,350.00</b>
<b>Total Alternate Price:</b>					<b>\$281,061.00</b>

### Notes:

- EXCLUDES: Off-duty Police Officers, concrete barrier, Pedestrian route barricading, SRP vaults or installation of, wire, traffic control for SRP crews/work, VMS bosards, slurry seal/microseal on roadway(Greenfield).
- DURATIONS OF WORK:  
BORE -HDD - HDD = 4 WEEKS (20 WD)  
HDD - HDD - HDD = 2 WEEKS (15 WD)  
OPEN-OPEN-HDD = 3 WEEKS (15 WD)

### ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: \_\_\_\_\_

Signature: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

### CONFIRMED:

**Blucor Contracting**

Authorized Signature: \_\_\_\_\_

Estimator: PATRICK KERWICK

**CHANGE ORDER NO. 1**  
**Blucor Contracting**

PROJECT: Germann Road, Val Vista to Higley  
DATE: 4/30/15  
OWNER: Town of Gilbert  
PROJECT NO: ST058  
CONTRACT NO: 2015-7003-0477  
CONTRACTOR: Blucor Contracting  
CONTRACT DATED: 10/16/14  
PM/CM: Arcadis US

CHANGES: The CONTRACT is changed as follows:  
Underground relocation of SRP overhead power along property at 2027 E. Germann Road and crossing of Greenfield Road

COST/TIME: Original CONTRACT SUM: **\$7,156,929.79**  
Previously Authorized CHANGE ORDERS: **\$0**  
CONTRACT sum prior to this CHANGE ORDER: **\$7,156,929.79**  
CHANGE ORDER #1 Amount: **\$482,330.50**  
**New CONTRACT SUM: \$7,639,260.29**

CONTRACT TIME will be increased by: 45 days  
SUBSTANTIAL COMPLETION as of this Change Order: 10/14/15

Approved/Accepted by:

PM/CM

\_\_\_\_\_  
(Name) (Date)

CONTRACTOR:

\_\_\_\_\_  
(Name) (Date)

GILBERT:

\_\_\_\_\_  
Jason Kerby

Not valid until signed by both GILBERT and/or PM/CM. Signature of CONTRACTOR indicates acceptance, including CONTRACT SUM and CONTRACT TIME.

*Contractor agrees that the adjustment of the Contract Price and Contract Time reflected in this Change Order represents the entire and complete adjustment of the Contract Price and Contract Time for the changes set forth in this Change Order. The adjustment of the Contract Price includes all direct costs of labor materials, services and equipment to complete such changes as well as any and all indirect costs of impacts, delays, interference or hindrances in performing, providing and completing the changes set forth in this Change Order. The adjustment of the Contract Time includes all adjustments of time necessary to perform, provide and complete the changes set forth in this Change Order and any and all impacts, delays, interference or hindrances in performing, providing and completing the changes*



## Council Communication

**TO:** Honorable Mayor and Councilmembers

**FROM:** Bill Kohn, Fleet Business Manager, 503-6526

**MEETING DATE:** May 14, 2015

**SUBJECT:** Purchase of one (1) Peterbilt 348 with Brutus Rear Loader Body

**STRATEGIC INITIATIVE:** N/A

### **RECOMMENDED MOTION**

- A. A motion to authorize the purchase of one (1) Peterbilt 348 with Brutus Loader Body pursuant to existing cooperative purchase agreement 2015-1103-0426 with Rush Truck Center, Phoenix not to exceed \$179,930 including taxes.
- B. A motion to authorize Environmental Services Residential Fund contingency in the amount of \$4,930.

### **BACKGROUND/DISCUSSION**

Council approved the purchase of this addition to the Town's fleet through the FY15 budget process. At the time of the budget preparation the price of \$175,000 was the estimated price. The actual cost of the truck and body came in with tax and delivery \$4,930 or 2.8% higher; Environmental Services Residential Fund contingency is requested to cover the difference.

Cooperative purchases are exempt from the requirement to bid by Gilbert because these contracts have been previously bid by another entity. Cooperative purchase contracts may only be used when the Gilbert Purchasing Officer has made a written determination that re-bidding the contract is unlikely to result in a lower price. Gilbert Municipal Code § 2-357(b)(2). The Purchasing Officer has made this determination.

### **FINANCIAL IMPACT**

The purchase of one (1) Peterbilt 348 with Brutus Loader Body will not exceed \$179,930 including taxes, and will be funded out of 210301.41050102.6301.

The financial impact was reviewed by Mary Vinzant, Management & Budget Analyst.

The purchase and contract was reviewed by Doug Boyer, Purchasing Administrator.

**STAFF RECOMMENDATION**

Staff recommends approval for the purchase of one (1) Peterbilt 348 with Brutus Loader Body pursuant to cooperative purchase agreement 2015-1103-0426 with Rush Truck Center, Phoenix not to exceed \$179,930 including taxes.

Respectfully submitted,

Bill Kohn  
Fleet Business Manager

**Approved By**

Cindi Mattheisen  
Mary Vinzant  
Douglas Boyer

**Approval Date**

5/4/2015 9:51 AM  
5/4/2015 11:51 AM  
5/5/2015 12:10 PM





# ARIZONA REFUSE SALES,LLC.

1930 W Broadway Road  
Phoenix, AZ 85041

PHONE: 602-276-4390

FAX: 602-276-5470

E-MAIL:

Check One

ITEM INVOICE ORIGINAL ☐  
IN-HOUSE ☐

Invoice #: 00027285

Bill To:

Rush Truck Center Phoenix  
9600 W Roosevelt Street  
Tolleson, AZ 85353

Ship To:

Rush Truck Center Phoenix  
9600 W Roosevelt Street  
Tolleson, AZ 85353

TRUCK	P O #	SHIP VIA	PROMISE DATE	TERMS	DATE	PG.	
				Net 30	3/2/2015	1	
QTY.	ITEM NO.	DESCRIPTION	PRICE	UNIT	DISC %	EXTENDED	TX.
1		Brutus 28 YD Body Rear Loader Single Camera System Paint Body Blue Trailer Hitch	\$59,157.77			\$59,157.77	
1		Quote for Town of Gilbert to Rush Peterbilt, Rush Peterbilt going to quote off HGAC					
SIGNATURE _____							
PRINT NAME _____							
THANK YOU FOR DOING BUSINESS WITH ARIZONA REFUSE SALES,LLC.				<b>TERMS:</b> <u>Net 30</u>			
<p>Except insofar as items sold pursuant to this contract bear such warranties as their manufacturers allow, all other work is fully guaranteed for 90 days from the date of invoice. Claims must be accompanied by the original invoice. We are responsible for our work ONLY. Warranties do not apply to damage or defect due to improper assembly, or any other adjustments made to unit subsequent to our repair by customer or other party. The sole and exclusive remedy of buyer for warranties of ARIZONA REFUSE SALES,LLC. (hereafter called The Seller) shall be repair or replacement of defective parts or credit of purchase or repair price of only those items described in The Seller's original invoice, at the option of The Seller only. No other charges will be paid by The Seller for downtime repair, machinery repair, mechanic charges, travel, attorney fees, etc. Not responsible for items left on The Seller's premises past 30 days from invoice date.</p>				SALE		\$59,157.77	
				SHIPPING		\$0.00	
				SALES TAX		\$0.00	
				TOTAL		\$59,157.77	
				PAID TODAY		\$0.00	
				BALANCE		\$59,157.77	

VISA, MASTERCARD, AMERICAN EXPRESS AND DISCOVER CARDS ACCEPTED



TOWN OF GILBERT AZ

March 2, 2015

PETERBILT COMPUTATIONS:PETERBILT 348 COMPUTATIONS

## OPTIONS CALCULATIONS:

COMPLETE CHASSIS LIST PRICE:	\$	138,101.00
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CHASSIS LIST:	\$	91,932.00
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CHASSIS OPTIONS NET:	\$	46,169.00
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NET	
\$ 46,169.00	0.9146
\$	42,226.17

OTHER BODY OPTIONS:

RTC-0080	SERVICE BODY [UPGRADED TO BRUTUS]	\$	30,125.00
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RTC-0097	DUAL AXLE STREACH	\$	6,625.00
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OTHER OPTIONS TOTAL:	\$	36,750.00
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TOTAL OF PUBLISHED OPTIONS:	\$	78,976.17
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PETERBILT  
VMXCR036-1  
UNIT TYPE 2

CHASSIS FINAL BILL  
FOR VIN 2NP3LJ0X7FM292175  
OF FLEET 292173 THRU 292176

PAGE 001  
AS OF 12/11/14

DEALER CODE - A265  
NAME AND ADDRESS  
RUSH TRK CTRS OF ARIZONA

CUSTOMER NO - IJU3  
RTS- R0256

DATES  
REQ DELV 12/31/14

9600 WEST ROOSEVELT ST  
TOLLESON AZ 85353

DELIVERY 12/11/14  
PRIC EFF 12/11/14

PREVIOUS CHASSIS NO.264500

THE FOLLOWING LIST DESCRIBES ALL COMPONENTS USED FOR THIS CHASSIS  
DIMENSIONS AND WEIGHTS FOR THE ENTIRE ORDER ARE STATED IN CUSTOMARY.

APPLICATION  
COMMODITY HAULED 0091180 REFUSE, SCRAP  
INTENDED SERVICE 0093035 REFUSE/ON-HWY

BODY  
BODY TYPE 0095090 ROLL-OFF  
BODY LENGTH 288.00 IN BODY HEIGHT 102.00 IN  
MAX LADEN WEIGHT 1000.00 LBS

TRAILER  
TRAILER TYPE  
TRAILER LENGTH .00 FT TRAILER HEIGHT .00 FT  
KINGPIN .00 IN CTR LINE AXLE GRP .00 IN  
CORNER RADIUS .00 IN NO TRAILER AXLES 00  
OPERATING AREA RESTRICTIONS  
LENGTH 65.00 FT WIDTH 102.00 IN HEIGHT 13.50 FT  
\*\*\*\* DEALER ASSIGNED:

CHASSIS  
FRONT AXLE LOAD 20000.00 LBS REAR AXLE LOAD 46000.00 LBS GCW 62000.00 LBS  
WHEELBASE 256.00 IN FAX/BOC 69.80 IN CAB/AXLE 186.20 IN  
CAB/EOF 258.20 IN MAXIMUM GRADE 06 PERCENT HIGHWAY 098  
% CLASS B 002  
% CLASS C 000  
% CLASS D 000

PETERBILT  
VMXXR036-1

CHASSIS FINAL BILL  
FOR VIN 2NP3LJ0X7FM292175  
UNIT TYPE 2 OF FLEET 292173 THRU 292176

PAGE 002  
AS OF 12/11/14

SPECIAL REQUIREMENTS  
SPECIAL RESTRICTIONS 0098010 CALIFORNIA REGISTRY

ENGINEERING ASSIGNED RATINGS  
GAWR FRONT: 20,000.00 LBS  
GAWR FIRST INTER 23,000.00 LBS SECOND INTER 23,000.00 LBS  
GAWR REAR: 0.00 LBS  
GVWR: 62,000.00 LBS

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
-----	-----	----	-----	-----
0003481	BASE MODEL MODEL 348 MEDIUM DUTY	P	91,932	10,694
0519180	FRAME AND EQUIPMENT 11-5/8" STEEL RAILS TO 444"	P	1,266	439
	3/8" RAIL THICKNESS			
0599990	FRAME APPROVED	U	0	0
N0510	* FRAME EXCEPTION DK1142A.			
0612230	CUSTOM WHEELBASE OR OVERHANG	P	350	0
0613090	THREE-PIECE CROSSMEMBERS	P	0	0
0644090	EOF SQUARE WITHOUT XMBR	P	0	0
	USE WITH BODY BUILDER INSTALLED XMBR			
0651090	OMIT REAR MUDFLAPS & HANGERS	P	0	0
	FRONT AXLE AND EQUIPMENT			
1011360	DANA SPICER D2000F 20,000 LB	P	1,444	503
	3.5" DROP			
1114030	TAPER LEAF SPRINGS, SHOCKS 20,000 LB	P	1,338	0
1233110	POWER STEERING TRW THP60 DUAL	P	811	0
1250250	POWER STEERING RESERVOIR, FRAME MOUNTED	P	154	2
	W/COOLER			
1353500	PHP10 ALUMINUM LMS HUBS	P	0	0
1380280	BENDIX AIR CAM FRONT DRUM BRAKES 16.5X7	P	135	0
	16,000-22,000 LB STR OR FRT DRIVE			
1391390	LONG STROKE BRAKES, FRONT AXLE	P	20	0
	REAR AXLE AND EQUIPMENT			
1523340	DANA SPICER D46-170 46,000 LB	P	10,529	2,524
1616230	PHP10 IRON LMS HUBS	P	0	0
1632650	LONG STROKE PARKING BRAKES	P	208	20
	DRIVE AXLE(S)			
1671040	DIFF LOCK REAR-REAR OR SINGLE DRV AXLE	P	977	24
1680000	OPTIONAL LONGER STUDS FOR HUB PILOTED	P	0	0
	WHEEL SYSTEMS			
1680440	REFUSE SERVICE BRAKES, STEER AND DRIVE	P	277	0
	AXLES			
1680450	REAR BRAKE CAMSHAFT REINFORCEMENT	P	89	9
1680500	SBM VALVE	P	0	0
1680950	STABILITY SYSTEM NOT SELECTED	P	0	0
	OR NOT AVAILABLE			
1682710	ANTI-LOCK BRAKING SYSTEM (ABS) 6S6M	P	299	35

PETERBILT  
VMXXR036-1

CHASSIS FINAL BILL  
FOR VIN 2NP3LJ0X7FM292175  
UNIT TYPE 2 OF FLEET 292173 THRU 292176

PAGE 003  
AS OF 12/11/14

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
1684200	SYNTHETIC AXLE LUBRICANT ALL AXLES	P	0	0
1687010	BENDIX AIR CAM REAR DRUM BRAKES 16.5X7	P	0	0
1687348	TANDEM DRIVE AXLE (MODEL 348)	P	0	0
1705250	RATIO 5.25 REAR AXLE	P	0	0
1824240	HENDRICKSON HMX460 46,000 LBS, 54" AS HAULMAX, 60K CREEP RATING	P	3,914	593
ENGINE AND ENGINE EQUIPMENT				
2058409	PACCAR PX-9 34501900 GOV02100 1150@1400 (2013 EMISSIONS)	P	4,229	0
2091305	ENGINE IDLE SHUTDOWN TIMER ENABLED	P	0	0
2091315	ENABLE EIST AMBIENT TEMP OVERRULE	P	0	0
2091372	EFF EIST NA EXPIRATION MILES	P	0	0
2091640	EFFECTIVE VSL SETTING NA	P	0	0
2140010	BELLY PAN	P	193	35
2140150	REMOTE PTO & THROTTLE PROVISION 12-PIN CONNECTOR ON ENGINE HARNESS	P	19	0
2140200	CARB ENGINE IDLING COMPLIANCE	P	0	0
2140330	REMOTE THROTTLE CONTROL PROVISION CONTROL SWITCH & WIRING BOC ONLY	P	56	0
N2132	N205 120...STANDARD MAXIMUM SPEED LIMIT			
N2133	N207 0....EXPIRATION DISTANCE (N207)			
N2134	P005 120...HARD MAXIMUM SPEED LIMIT (P1			
N2135	P001 74...MAXIMUM ACCELERATOR PEDAL VE			
N2136	P110 0....ACCELERATOR LOWER DROOP (P11			
N2137	P059 74...MAXIMUM CRUISE SPEED (P059)			
N2138	P111 0....CRUISE CONTROL LOWER DROOP (			
N2140	N203 252...RESERVE SPEED FUNCTION RESET			
N2141	N202 0....MAXIMUM CYCLE DISTANCE (N202			
N2142	N206 10....MAXIMUM ACTIVE DISTANCE (N20			
N2143	N201 0....RESERVE SPEED LIMIT OFFSET (			
N2144	P015 NO...ENGINE PROTECTION SHUTDOWN (			
N2145	P026 NO...GEAR DOWN PROTECTION (P026)			
N2146	P046 1400...MAX PTO SPEED (P046)			
N2147	P062 NO...CRUISE CONTROL AUTO RESUME (			
N2148	P068 NO...AUTO ENGINE BRAKE IN CRUISE			
N2150	N209 0....EXPIRATION DISTANCE (N209)			
N2151	P520 YES...ENABLE IDLE SHUTDOWN PARK BR			
N2152	P030 5....TIMER SETTING (P030)			
N2153	P233 YES...ENABLE IMPENDING SHUTDOWN WA			
N2154	P234 60...TIMER FOR IMPENDING SHUTDOWN			
N2155	P516 35...ENGINE LOAD THRESHOLD (P516)			
N2157	P031 NO...IDLE SHUTDOWN MANUAL OVERRUL			
N2159	P230 YES...ENABLE HOT AMBIENT AUTOMATIC			
N2161	P172 40...LOW AMBIENT TEMPERATURE THRE			
N2162	P173 60...INTERMEDIATE AMBIENT TEMPERA			
N2163	P171 80...HIGH AMBIENT TEMPERATURE THR			
2513760	PACCAR 130 AMP ALTERNATOR, BRUSHLESS VOLTAGE REGULATOR	P	88	18-
2521090	IMMERSION TYPE PRE-HEATER 110-120V LOCATED CENTER LH U/C	P	80	2

PETERBIIT  
VMXXR036-1

CHASSIS FINAL BILL  
FOR VIN 2NP3LJ0X7FM292175  
UNIT TYPE 2 OF FLEET 292173 THRU 292176

PAGE 004  
AS OF 12/11/14

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
2522050	PACCAR STARTER 12V	P	0	0
2538020	2 PACCAR PREMIUM 12V DUAL PURPOSE BATTERIES, 1400 CCA	P	0	0
2539090	BIG SWITCH BATTERY DISCONNECT MOUNTED ON BATTERY BOX	P	201	4
2621000	2-SPEED FAN CLUTCH FOR FREQUENT START/STOPS	P	289	0
2723210	18.7 CFM AIR COMPRESSOR	P	0	0
2927220	SPIN-ON FUEL FILTER FRAME MTD, UNHEATED	P	0	0
3010400	ENGINE PROTECTION SHUTDOWN W/DASH LABEL (LABEL N/A PX ENGINES)	P	3	0
3114270	HIGH EFFICIENCY COOLING SYSTEM	P	0	0
3211120	RADIAL SEAL, DRY TYPE AIR CLEANER FRONTAL AIR INTAKE	P	0	0
3365040	EXHAUST SINGLE RH SIDE OF CAB DPF/SCR RH UNDER CAB	P	0	0
3381770	CURVED TIP STANDPIPE(S)	P	43	0
3387890	36" HT, 5" DIA STANDPIPE(S) CHROME WITH CLEAR COAT	P	52	4
TRANSMISSION AND CLUTCH				
4052110	ALLISON 3000 RDS-P TRANSMISSION, GEN 5 RUGGED DUTY SERIES	P	9,681	110
4099980	TRANSMISSION APPROVED	U	0	0
N4050	ALLISON SCAM #249509			
4210330	1760 HD DRIVELINE, 2 MIDSHIP BEARINGS	P	959	79
4233030	(1) DASH MTD SINGLE ACTING AIR PTO CTRL	P	57	0
4250160	ALLISON WORLD TRANS PRIMARY SHIFT SCHEDULE 1	U	0	0
4250420	ALLISON 5TH GEN RDS, PKG 223 3000, 3500, 4000, 4500, 4700 TRANS	U	0	0
4250670	ALLISON FUELSENSE BASIC	P	0	0
4251020	TC-421 TORQUE CONVERTER ALLISON TRANSMISSION	U	0	0
4256640	ALLISON 6-SPEED CONFIGURATION 3000 SERIES TRANS, CLOSE RATIO GEARS	P	0	0
4256920	DASH MOUNTED PUSH BUTTON SHIFTER	P	630	0
AIR AND TRAILER EQUIPMENT				
4510760	BENDIX AD-IS EP AIR DRYER "EXTENDED PURGE"	W/HTR P	101	40
4520420	BEKG PULL CORDS - ALL AIR TANKS	P	6	0
4540420	NYLON CHASSIS HOSE	P	0	0
4543320	STEEL PAINTED AIR TANKS	P	0	0
4612900	A&E CONN EOF W/7-WAY SOCKET (W/CONN EOF STRAPPED TO THE RAIL)	P	443	15
TIRES AND WHEELS				
5068590	FF: BR 20PLY 315/80R22.5 M860A PART: BR244329 FET: 122	P	685	93
5132490	RR: GY 16 PLY 11R22.5 G182 RSD PART: GY11R225HG182RSD FET: 232	P	3,384	140
5190008	CODE-REAR TIRE QTY 08.			

PETERBILT  
VMXXR036-1

CHASSIS FINAL BILL  
FOR VIN 2NP3LJ0X7FM292175  
UNIT TYPE 2 OF FLEET 292173 THRU 292176

PAGE 005  
AS OF 12/11/14

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
5220250	FF: ALCOA 893657LVL1 22.5X9.00 ALM WHL PILOT MOUNT	P	464	37-
5310610	RR: ACC STL ARMOR 50344PK 22.5X8.25 HEAVY DUTY	P	284	88
5390008	CODE-REAR RIM QTY 08.			
5407640	FF: POLISH WHEELS, OUTER SURFACE, SGL OR TDM STEER, W/O CHROME WHEEL NUTS	P	68	0
FUEL TANKS				
5554160	26" ALUM 90 GAL FUEL TANK LH U/C NON-SLIP FUEL TANK STEP LH U/C	P	284	13
5602090	LOCATION LH UNDER CAB 090 GAL.			
5652890	DEF TANK MOUNTED LH BOC	P	0	0
5655019	DEF TANK SMALL	P	0	0
BATTERY BOX AND BUMPER				
6010780	ALUMINUM SPACE SAVER BATTERY BOX RH BOC BATTERY ACCESS FROM SIDE	P	116	84-
6030150	RUBBER BATTERY PAD IN BOTTOM (1) BATTERY BOX	P	13	2
6040550	AFTERTREATMENT RH U/C ALUM NON-SLIP CAB ENTRY STEP	P	0	0
6113050	ALUMINUM CHANNEL BUMPER SS CLAD 2 TOW PINS	P	623	4-
CAB AND EQUIPMENT				
6510110	ALUM CAB 108" BBC METTON HOOD W/BRIGHT FINISH CROWN	P	0	0
6540120	SEVERE SERVICE CAB PACKAGE #1 INCLUDES ALUM SIDE SKINS, ALUM REAR	P	67	40
6540160	THERMAL INSULATION PACKAGE IN CAB	P	17	2
6800360	FENDER LIPS 2" WIDE	P	93	9
6911700	PETERBILT ULTRARIDE DRIVER SEAT	P	0	0
6921700	PETERBILT ULTRARIDE PASSENGER SEAT	P	0	0
6930500	DRIVERS ARMREST - RH ONLY	P	32	2
6939400	AIR RIDE DRIVER	P	0	0
6939420	HIGH BACK DRIVER	P	0	0
6939460	FABRIC DRIVER	P	24	0
6939510	NON-AIR RIDE PASSENGER	P	0	0
6939540	LOW BACK PASSENGER	P	17-	0
6939570	VINYL PASSENGER	P	0	0
7000015	ADJUSTABLE STEERING COLUMN - TILT ONLY	P	0	0
7001620	STEERING WHEEL WITH PETERBILT LOGO	P	0	0
7036120	INTERIOR GREY / BLACK	P	0	0
7210420	DARK WINDOW TINT IPO STD - DAY CAB	P	21	0
7210430	EXTENDED REAR WINDOW IPO STD - DAY CAB	P	68	0
7210540	DAY CAB REAR WINDOW	P	0	0
7230060	ONE-PIECE CURVED WINDSHIELD	P	0	0
7322010	COMBO FRESH AIR HEATER/AIR CONDITIONER	P	0	0
7410040	OUTSIDE SUNVISOR - STAINLESS STEEL	P	126	4
7511010	STNLS STL MIRRORS 7"X16" W/HEAT ELEMENT	P	69	2

PETERBILT  
VMXXR036-1

CHASSIS FINAL BILL  
FOR VIN 2NP3LJ0X7FM292175  
UNIT TYPE 2 OF FLEET 292173 THRU 292176

PAGE 006  
AS OF 12/11/14

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
7560850	(2) CONVEX 8" SS MIRROR, CNTR MTD UNDER MIRROR BRKT; INCLUDES DUAL DOOR STOPS	P	79	4
7565180	POLISHED LOWER MIRROR BRACKET COVERS	P	12	0
7610470	(1) AIR HORN 24.5" CHROME - ROUND	P	219	9
	INCLUDES POLISHED HORN SHIELD			
7725710	STANDARD SPEAKER PACKAGE FOR CAB	P	39	4
	(2) SPEAKERS			
7725715	CONCERTCLASS W/O CD, INCLUDES BT PHONE & AUDIO, AM/FM, WB, USB AND MP3	P	323	11
7850210	PLUG-IN AUTO RESET CIRCUIT BRKR	P	32	0
	IPO FUSES IN JUNCTION BOX			
7851480	PE ELEC WINDSHIELD WIPERS	P	0	0
	W/INTERMITTENT FEATURE			
7900090	TRIANGLE REFLECTOR KIT	P	17	13
	SHIP LOOSE			
7900270	5 LB 3A:40SC FIRE EXTINGUISHER CAB MTD	P	84	9
8021380	AIR RESTRICTION INDICATOR	P	0	0
	MTD ON AIR CLEANER OR INTAKE PIPING			
8071870	MAIN INSTRUMENTATION PANEL	P	0	0
	W/ GRAPHICS DISPLAY			
8111110	HEADLIGHTS COMPOSITE FENDER MOUNTED	P	0	0
	INTEGRAL PARK, TURN, & SIDE MARKER			
8120980	(5) MARKER LIGHTS, AERO LED	P	0	0
8134070	(2) ADDITIONAL DOME/READING LIGHTS	P	43	0
	CEILING MOUNTED			
	PAINT			
8500710	STANDARD PAINT COLOR SELECTION	P	200-	0
8530770	(1) COLOR AXALTA TWO STAGE PAINT	P	159	0
	CAB/HOOD			
N8502	A - L0006EB WHITE - STAND			
N8520	FRAME N0001EA BLACK			
N8530	FENDER L0006EB WHITE - STAND			
N8540	HOOD TOP L0006EB WHITE - STAND			
N8550	CAB ROOF L0006EB WHITE - STAND			
	MISCELLANEOUS			
9490082	APPLICATIONS CONTACT:	U	0	0
	CHRIS PULTE (940) 566-7112			
N9994	EMAIL: BAKERMORUSHENTERPRISES.COM			
N9995	CELL PHONE: 5124231236			
N9996	SALESPERSON ID: MATTBAKER02			
N9997	.			
N9998	.			
N9999	.			

PETERBILT  
VMXXR036-1

CHASSIS FINAL BILL  
FOR VIN 2NP3LJ0X7FM292175  
UNIT TYPE 2 OF FLEET 292173 THRU 292176

PAGE 007  
AS OF 12/11/14

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
	** TOTAL ESTIMATED WEIGHT			15,434
	TOTAL LIST PRICE		138,101	
	BELOW CHARGES NOT INCLUDED IN TOTAL LIST PRICE			
	ADJUSTED LIST PRICE		138,101	
PROMOTION PROGRAM CODE	@ 0.00 %		0	
COMPETITIVE ALLOWANCE NO 01157137	@ 0.00 %		0	
SURCHARGE/OPTIONS NO DISC				
9108905 - MEDIUM DUTY EMISSIONS SURCHARGE			7,000	
TOTAL SURCHARGE/OPTIONS NOT SUBJECT TO DISC			7,000	
OPTIONAL EXT WTY & PRV MNT				
9409959 - 2013 EPA EMISSIONS ENGINE WARRANTY ONLY			0	
TOTAL OPTIONAL EXT WTY & PRV MNT			0	
TOTAL TIRE FET INCLUDED -- AS PRODUCED			354	
MARKETING PROGRAMS AND PROMOTIONS			395	

\*\* WEIGHT SHOWN HERE IS AN ENGINEERING ESTIMATE AND DOES NOT INCLUDE UNPUBLISHED OPTIONS. ACTUAL "SHIPPING" WEIGHT MAY VARY.





## Council Communication

**TO:** Honorable Mayor and Councilmembers

**FROM:** Tom Condit, PE, Development Engineer, 503-6815

**MEETING DATE:** May 14, 2015

**SUBJECT:** Approval of a Contingency Request in the amount of \$804,951 to reimburse Taylor Morrison for an overpayment, per the terms of Resolution 3011.

**STRATEGIC INITIATIVE:** N/A

This action is an obligation under the terms of Resolution 3011.

### **RECOMMENDED MOTION**

A motion to approve a Contingency Request in the amount of \$804,951 to reimburse Taylor Morrison for an overpayment, per the terms of Resolution 3011.

### **BACKGROUND/DISCUSSION**

The Capital Improvement Project #ST100 improved 3 miles of Riggs Road (Val Vista Drive to Recker Road) – bringing the road up to major arterial standards consisting of six lanes, raised landscaped median, bike lanes, sidewalks, streetlights, and major drainage improvements.

During the scoping phase of the project, the Town entered into a Development Reimbursement and Lien Agreement (DRLA) with Taylor Morrison, requiring them to contribute money to complete the ST100 improvements adjacent to the Adora Trails project (south side of Riggs, from 164<sup>th</sup> Street to the East Mesa Floodway). Resolution 3011 (the DRLA) was approved by the Town Council on April 6, 2010. Per the terms of the agreement, paragraph 2.1 required Taylor Morrison to pay the Town for their proportional cost for the improvements (\$3,031,161) in three equal payments of \$1,010,387. Gilbert received two of the three payments, for a total of \$2,020,774.

The final paragraph of Section 2.1 of the DRLA requires final project reconciliation based on actual construction costs. The results of the final reconciliation are as follows:

There was significant cost reduction on the ST100 project as a result of the timing and method of contract bid and award. The Town had originally planned to complete the project using CM@Risk procurement method, but with the deflated construction pricing in 2010-2011, the CIP staff bid the work as a design-bid-build project, which reduced the overall ST100 project cost by approximately \$5,000,000. The reduction in project cost is one of the reasons Taylor Morrison is due a reimbursement for overpayment.

Following construction, Town staff requested TriStar, the firm who provided CM services for project ST100, to prepare the final reconciled costs for the project. The actual construction cost for the Taylor Morrison part of the project was \$1,327,823. Due to the large difference between the estimated costs (\$3,031,161) versus actual, reconciled costs (\$1,327,823), staff completed a detailed review of the two documents, with the following results:

1. Errors were discovered in the original cost estimate prepared by the CM firm (TriStar)\*
  - \$959,222 over-estimate (original cost estimate should have been \$2,071,939)
2. Total Project cost reduction resulting from the Design-Bid-Build process:
  - \$744,116 project savings (Taylor Morrison's portion of ST100)

*\*TriStar was contacted concerning their significant math error, and admitted this was an oversight on their part.*

Section 2.2 of the DRLA requires Gilbert to provide \$112,000 to Taylor Morrison for previously paid median buy-in fees. Section 2.2 also mentions a \$30,000 credit for a water campus redesign. Taylor Morrison has no knowledge the redesign was actually completed, therefore this will not be included in the reimbursement.

The total requested reimbursement of \$804,951 consists of the \$2,020,774 Taylor Morrison paid to Gilbert, less the reconciled construction costs of \$1,327,823, plus the median buy-in credit of \$112,000.

## **FINANCIAL IMPACT**

Although Project ST100 is included in the FY 2015-19 CIP, the final project reconciliation was not budgeted. Under the terms of Resolution 3011, final reconciliation has been completed, thus requiring contingency to allow for reimbursement to Taylor Morrison. A CIP contingency transfer, using the Outside Sources Fund as the designated revenue source, will allow for the repayment of \$804,951.

The financial impact has been reviewed by Cris Parisot in the Office of Management and Budget.

**STAFF RECOMMENDATION**

The Public Works Department and the Office of Management and Budget have reviewed this action and recommend approval of the contingency request.

Respectfully submitted,

Tom Condit, PE  
Development Engineer

Attachment: Resolution 3011

**Approved By**

Kenneth Morgan  
Cris Parisot

**Approval Date**

5/5/2015 4:54 PM  
5/5/2015 5:21 PM

RESOLUTION NO. 3011

A RESOLUTION OF THE COMMON COUNCIL OF THE TOWN OF GILBERT, ARIZONA, APPROVING A DEVELOPMENT REIMBURSEMENT AGREEMENT WITH ATPD, LLC RELATED TO THE DEVELOPMENT OF CERTAIN PROPERTY LOCATED IN THE TOWN; AND PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS.

WHEREAS, A.R.S. § 9-500.05 authorizes the Town of Gilbert to enter into development agreements related to the development of property in the Town; and

WHEREAS, all the property subject to the Development Reimbursement Agreement attached as **Exhibit A** is located within the Town of Gilbert; and

WHEREAS, the Town and ATPD, LLC ("Owner") desire to enter into a Development Reimbursement Agreement and Lien Agreement for the Reimbursement by Owner to the Town of the cost of construction of certain roadway improvements otherwise required to be constructed by Owner; and

WHEREAS, the Town Council of the Town of Gilbert finds that entering into this Development Reimbursement Agreement is in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF GILBERT, ARIZONA, that the Development Reimbursement Agreement between the Town and Superstition Springs Community Church, attached hereto as Exhibit A, be and is hereby approved and the Mayor is authorized and directed to execute said Development Reimbursement Agreement; and

FURTHER RESOLVED, that the Town Clerk be and she is hereby authorized and directed to record a copy of the Development Reimbursement Agreement with the Maricopa County Recorder if the Owner fails to make timely reimbursement as called for in the Agreement.

FURTHER RESOLVED, that all resolutions and parts of resolutions in conflict with this Resolution are hereby repealed.

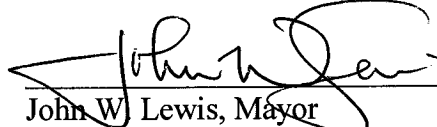
PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF GILBERT, ARIZONA THIS 6<sup>th</sup> DAY OF APRIL 2010.

AYES: Abbott, Crozier, Daniels, Lewis, Presmyk, Sentz


NAYES: None ABSENT: None

EXCUSED: None ABSTAINED: None

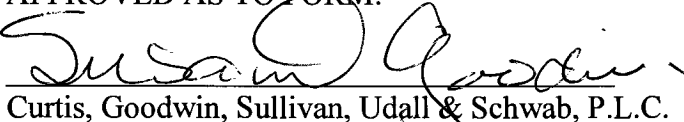
APPROVED this 6<sup>th</sup> day of April 2010.

  
\_\_\_\_\_  
John W. Lewis, Mayor

ATTEST:

  
\_\_\_\_\_  
Catherine A. Templeton, Town Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C.  
Town Attorneys  
By: Susan D. Goodwin

## **EXHIBIT A**

### **DEVELOPMENT REIMBURSEMENT AND LIEN AGREEMENT**

When Recorded Return to:

Catherine A. Templeton, Town Clerk  
Town of Gilbert  
50 East Civic Center Drive  
Gilbert, Arizona 85296

## DEVELOPMENT REIMBURSEMENT AND LIEN AGREEMENT

THIS AGREEMENT is between Town of Gilbert, Arizona, ("Gilbert") and **ATPD, LLC**, an Arizona limited liability company ("Owner"), the legal owner of record for the real property identified herein or identified in the attached exhibits located at the south west corner of Riggs Road and Constellation Way in Gilbert, Arizona, and more particularly described in **Exhibit A** ("Property").

### Recitals:

1. Owner, and its assigns and successors, intend to develop the Property. The Riggs Road right-of-way was dedicated to Gilbert in the recorded **Mountainwood Amended Block Plat Book 945 page 19** for road widening and other improvements ("Riggs Road Improvements") per zoning ordinance 1876.

2. Owner has applied for an amendment to Ordinance No. 1876 (the "PAD Amendment"), which originally rezoned the Property.

3. The parties agree it is in the best interest of the Owner and Gilbert for Gilbert to accelerate the construction of the Riggs Road Improvements as part of a Capital Improvements Program which will be completed in the near future. The scope of the Riggs Road Improvements is described in Paragraph 2 below and **Exhibit B** of this agreement.

NOW THEREFORE in consideration of the mutual promises and agreements made herein, the Parties agree as follows:

### 1. **Dedication Requirements:**

1.1 Easements. Owner shall convey to Gilbert a Sidewalk Easement in the form attached hereto as **Exhibits C-1, C-2 and C-3, C-4 and Temporary Construction Easement** attached as **Exhibit C-5, C-6 and C-7, C-8**, and subject to all matters of record. The conveyance shall be at no cost to Gilbert. The executed Sidewalk Easement and Temporary Construction Easement shall be delivered to Gilbert prior or concurrently with the execution of this Agreement.

1.2 Rights-of-Way. Owner shall dedicate to Gilbert the Hunt Highway right-of-way 65 feet from the centerline that is adjacent to the Property. Owner shall dedicate to



Gilbert the Constellation Way right-of-way 40 feet from the centerline that is adjacent to the Property. Such dedications shall be completed prior to the effective date of the PAD Amendment and shall be free and clear of any encumbrances not acceptable to Gilbert.

## **2. Construction of Riggs Road Improvements and Reimbursement of Costs of Improvements:**

2.1 Payment Schedule. Gilbert will construct the Riggs Road Improvements and Owner shall reimburse Gilbert the actual third party costs ("Actual Costs") incurred by Gilbert for the construction of the Riggs Road Improvements pursuant to the terms of this Agreement. The Actual Costs shall not include (i) wages or other compensation paid to any employees of Gilbert, (ii) expenses of Gilbert or its offices, or (iii) other general overhead expenses of Gilbert. The estimated cost of the Riggs Road Improvements is Three Million Thirty One Thousand One Hundred Sixty One and 00/100 Dollars (**\$3,031,161**) ("Estimated Cost") and is detailed in **Exhibit D**. The Owner shall pay Gilbert the Estimated Cost as follows:

**First Payment.** The first payment in the amount of One Million Ten Thousand Three Hundred Eighty Seven Dollars (**\$1,010,387**) ("First Payment") shall be paid prior or at the time of execution of this Agreement. No change of zoning classification for any portion of the Property shall be approved if the First Payment is not paid in full. Upon receipt of the First Payment, Gilbert will record a release of this Reimbursement Development and Lien Agreement as to **Parcels D1, D2 and F** described in **Exhibit 1**. Any portion of the First Payment not paid for any reason as required by this Agreement shall be a lien on **Parcels D1, D2 and F**, and Gilbert is authorized to withhold permits and municipal services to such parcels until the funds are fully received.

**Second Payment.** The second payment in the amount of One Million Ten Thousand Three Hundred Eighty Seven Dollars (**\$1,010,387**) plus the Second Payment for Constellation Way described in Section 2.3 (collectively the "Second Payment") shall be paid prior to recordation of the final plat for **Parcels 2A through 8** described on **Exhibit 2** or twelve (12) months after the First Payment, whichever occurs earlier. No final plat shall be recorded for any portion of the **Parcels 2A through 8** described on **Exhibit 2** if the Second Payment is not paid in full. Upon receipt of the Second Payment, Gilbert will record a release of this Reimbursement Development and Lien Agreement as to **Parcels 2A through 8**. Any portion of the Second Payment not paid for any reason as required by this Agreement shall be a lien on **Parcels 2A through 8** and Gilbert is authorized to withhold permits and municipal services to such parcels until the funds are fully received.

**Third Payment.** The third payment in the amount of One Million Ten Thousand Three Hundred Eighty Seven Dollars (**\$1,010,387**) ("Third Payment") shall be paid prior to recordation of the final plat for the remaining parcels described in **Exhibit 3** or twelve (12) months after the Second Payment whichever occurs earlier. No final plat shall be recorded for any portion of the remaining parcels if the Third Payment is not paid in full. Upon receipt of the Third Payment, Gilbert will record a release of this Reimbursement Development and Lien Agreement as to the remaining parcels described in **Exhibit 3**. Any portion of the Third Payment not paid for any reason as required by this Agreement shall be a lien on the remaining parcels described in **Exhibit 3** and Gilbert is authorized to withhold permits and municipal services to such parcels until the funds are fully received.

If the Actual Costs exceed the Estimated Cost, Owner will pay to Gilbert the difference between the Estimated Cost and the Actual Costs within thirty (30) days after receipt of notice and/or final acceptance of the Riggs Road Improvements. If the Actual Costs are less than the Estimated Cost, Gilbert will reimburse Taylor Morrison the difference within thirty (30) days after final acceptance of the Improvements.

2.2 Credits. At the time of receipt of the Third Payment Gilbert shall credit the Owner the following costs by subtracting those costs from the Third Payment:

One Hundred Twelve Thousand and 00/100 Dollars (\$112,000) for a previously paid median buy-in fee.

Thirty Thousand and 00/100 Dollars (\$30,000) for fees incurred by the Owner for redesigning a water campus per a request of Gilbert.

2.3 Constellation Way and Hunt Highway. Owner shall dedicate to Gilbert all required right-of-way for Constellation Way and Hunt Highway and shall pay to Gilbert the amount of **\$888,492** for the Constellation Way Improvements ("Constellation Way Estimated Cost"), south of the collector street to Hunt Highway. The scope of work and cost estimate for Constellation Way is detailed in **Exhibit E**. Owner shall be required to construct offsite improvements at Constellation Way north of collector street. Owner shall not be required to construct or reimburse Gilbert for the offsite improvements along Hunt Highway. The Owner shall pay Gilbert the Constellation Way Estimated Cost as follows:

**First Payment for Constellation Way:** The first payment in the amount of Four Hundred Forty Four, Two Hundred Forty Six (**\$444,246**) ("First Payment for Constellation Way") shall be paid prior to the effective date of the PAD Amendment. Failure to pay this amount may result in reversion of the PAD Amendment for failure to comply with the rezoning conditions.

**Second Payment for Constellation Way:** The second payment in the amount of Four Hundred Forty Four, Two Hundred Forty Six (**\$444,246**) ("Second Payment for Constellation Way") shall be paid per Section 2.1, Paragraph "Second Payment" of this Agreement.

### 3. Other Agreements:

3.1 Gilbert shall maintain the drainage ditch and median in Riggs Road in compliance with Gilbert standards. All other landscaping within the Property is the responsibility of the Owner or homeowners' association, as set forth below. The Declaration of Covenants, Conditions and Restrictions ("Declaration") for the Property shall require the homeowners' association to maintain such landscaping, and upon the recordation of the Declaration requiring the homeowners' association to maintain such landscaping, Owner shall be released and relieved of any further obligation to maintain the landscaping. The obligation to maintain such landscaping shall survive the termination of this Agreement.

3.2 Gilbert shall clean the existing drainage ditch on south side of Riggs Road per Gilbert standards and install the sidewalk at the setback accommodating future slope change of the ditch on the south side to a 6:1 slope. Gilbert will be responsible for maintaining the drainage ditch per Gilbert standards. If the Owner permanently modifies the drainage ditch in the future in a manner that would materially increase Gilbert's obligation to maintain the drainage ditch, then maintenance of the landscaping and the condition of the ditch will thereafter become the Owner's responsibility or, if a Declaration has been recorded requiring the homeowners' association to maintain such landscaping, then the maintenance shall become the responsibility of the homeowners' association.

4. It is EXPRESSLY AGREED AND ACKNOWLEDGED between Gilbert and Owner and its successors or assigns that after the payment in full of the cost described in Section 2 of this Agreement, by Owner to Gilbert, Gilbert will immediately record a FULL SATISFACTION AND FULL RELEASE OF THE DEVELOPMENT REIMBURSEMENT AGREEMENT THAT WILL BE RECORDED AGAINST THE PROPERTY.

5. Should collection proceedings or litigation be necessary in order to enforce this Agreement, the prevailing party shall be awarded reasonable attorneys' fees and costs and collection costs incurred.

6. It is the intention of the parties that this Agreement be recorded to provide notice to all purchasers of the Property of the obligations set forth herein. This Agreement shall be binding upon the successors and assigns of Owner.

7. All notices, approvals and other communications provided for herein or given in connection herewith shall be validly given, made, delivered or served, if in writing, and delivered personally, sent by postage prepaid United States Mail, or sent by nationally recognized overnight courier (e.g., Federal Express, Airborne, UPS), and addressed to the recipient as follows:

Town: Town of Gilbert  
50 East Civic Center Drive  
Gilbert, Arizona 85296  
Attention: Town Manager

Owner: ATPD, LLC  
c/o Taylor Morrison/Arizona, Inc.  
9000 East Pima Center Parkway, Suite 350  
Scottsdale, Arizona 85258  
Attn: Tom Hennessy

or to such other addresses as a party may from time to time designate in writing and deliver in a like manner. Notices, approvals and other communications provided for herein shall be deemed delivered upon personal delivery or 24 hours following deposit with a nationally recognized overnight courier, as herein above provided, prepaid and addressed as set forth above.

8. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona.

OWNER:

ATPD, LLC, an Arizona limited liability company

By: Taylor Morrison/Arizona, Inc., an Arizona corporation

Its: Sole Member

By:

Its:

[Signature]  
Vice President Land Resources

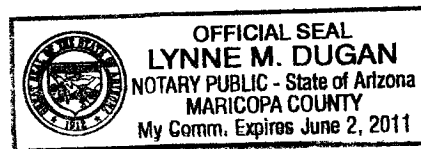
ACKNOWLEDGMENT

STATE OF ARIZONA       )  
                                      ) ss.  
County of Maricopa       )

On this 30<sup>th</sup> day of March, 2010, before me, the undersigned Notary Public, personally appeared Thomas Hennessy, who acknowledged himself/herself to be Vice President, and that as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]  
Notary Public



My Commission Expires:

TOWN OF GILBERT

[Signature]  
John W. Lewis, Mayor

ATTEST:

[Signature]  
Catherine A. Templeton, Town Clerk

APPROVED AS TO FORM:



Curtis, Goodwin, Sullivan, Uda & Schwab, P.L.C.

Town Attorneys


By:

ACKNOWLEDGMENT

STATE OF ARIZONA            )  
  ) ss.  
County of Maricopa            )

On this 6<sup>th</sup> day of April, 2010, before me, the undersigned Notary Public, personally appeared John W. Lewis, who acknowledged himself/herself to be Mayor, and that as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

4/12/2011



F:\578\77 CIP\01 Street Improvements\77-1-33 ST100 Riggs Rd - ValVista to 164 ST\Taylor Morrison-Mountainwood Reimb DA SG 2-16-10.doc

## Development Reimbursement and Lien Agreement

Exhibits A, B and D, which were adopted with and are incorporated into Development Reimbursement and Lien Agreement are available for viewing in the Office of the Town Clerk, Town of Gilbert, 50 East Civic Center Drive Gilbert AZ 85296.

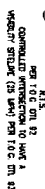
Exhibit A	Description of Property (Parcel after dedication)
Exhibit B	Improvements
Exhibit D	Estimated Cost of Improvements

**EXHIBIT A**  
Description of Property (Parcel After Dedication)

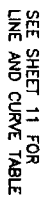


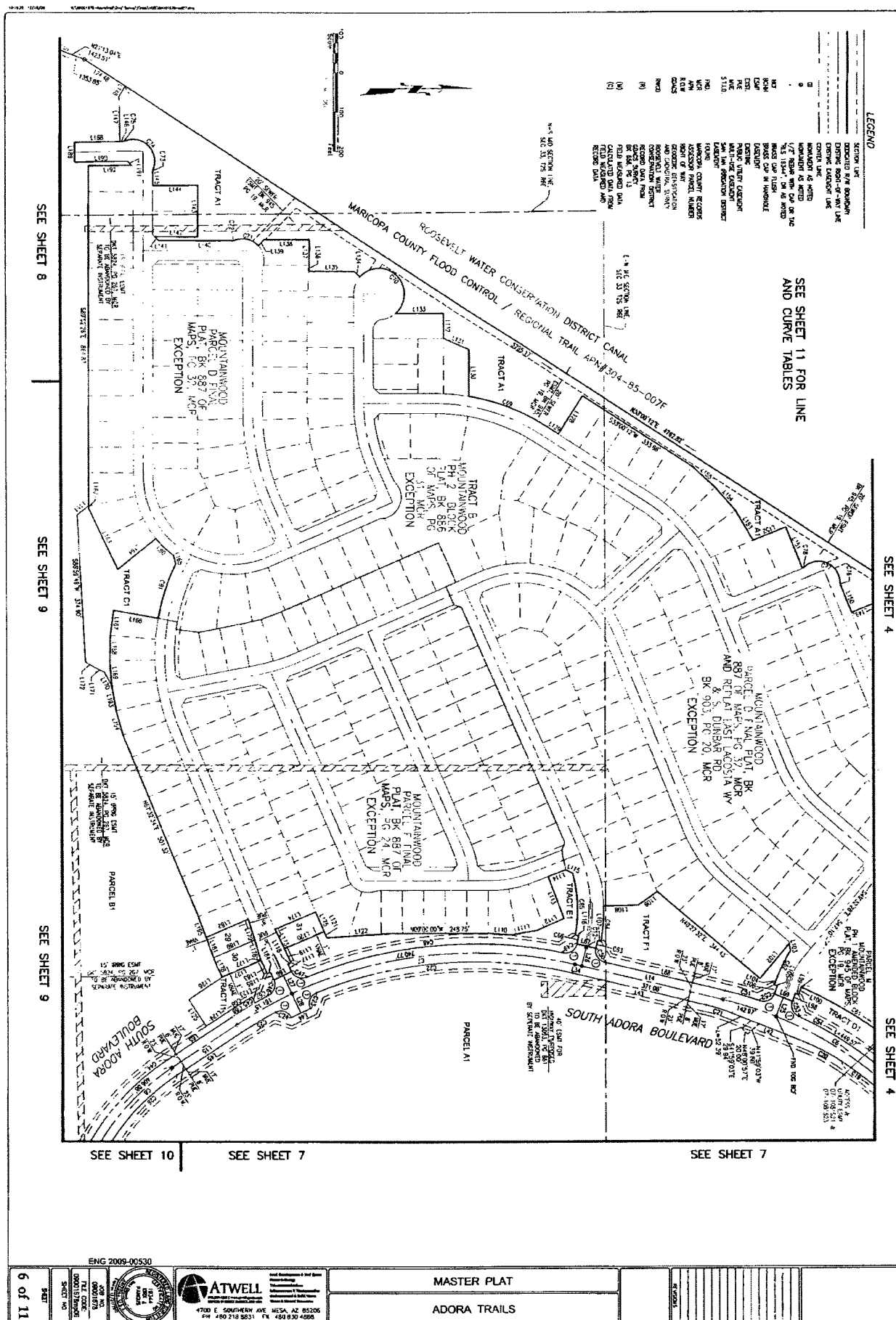




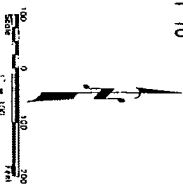






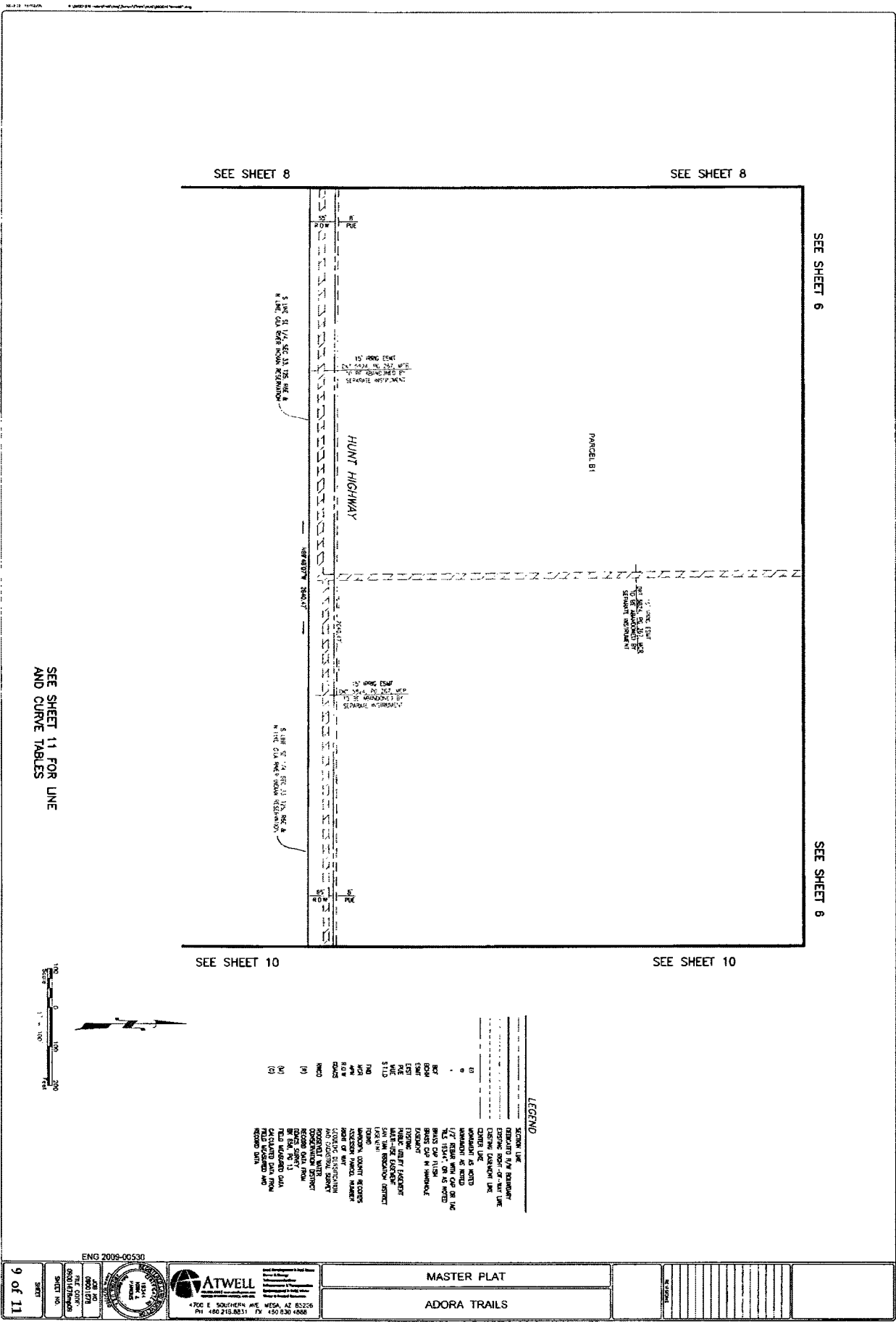


SEE SHEET 5



SEE SHEET 10





1" = 100'

0 100 200

SEE SHEET 6

SEE SHEET 8

SEE SHEET 10

**LEGEND**

---	SECTION LINE
---	PROPERTY LINE
---	RIGHT-OF-WAY LINE
---	ADJACENT PROPERTY
---	ADJACENT ROAD
---	ADJACENT RAILROAD
---	ADJACENT AIRPORT
---	ADJACENT WATERWAY
---	ADJACENT UTILITIES
---	ADJACENT ZONING
---	ADJACENT DISTRICT
---	ADJACENT COUNTY
---	ADJACENT STATE
---	ADJACENT FEDERAL
---	ADJACENT NATIONAL
---	ADJACENT INTERNATIONAL
---	ADJACENT TERRITORY
---	ADJACENT DISTRICT OF COLUMBIA
---	ADJACENT DISTRICT OF MARYLAND
---	ADJACENT DISTRICT OF VIRGINIA
---	ADJACENT DISTRICT OF NORTH CAROLINA
---	ADJACENT DISTRICT OF SOUTH CAROLINA
---	ADJACENT DISTRICT OF FLORIDA
---	ADJACENT DISTRICT OF ALABAMA
---	ADJACENT DISTRICT OF MISSISSIPPI
---	ADJACENT DISTRICT OF LOUISIANA
---	ADJACENT DISTRICT OF ARIZONA
---	ADJACENT DISTRICT OF CALIFORNIA
---	ADJACENT DISTRICT OF NEVADA
---	ADJACENT DISTRICT OF IDAHO
---	ADJACENT DISTRICT OF MONTANA
---	ADJACENT DISTRICT OF WYOMING
---	ADJACENT DISTRICT OF COLORADO
---	ADJACENT DISTRICT OF UTAH
---	ADJACENT DISTRICT OF NEW MEXICO
---	ADJACENT DISTRICT OF OKLAHOMA
---	ADJACENT DISTRICT OF KANSAS
---	ADJACENT DISTRICT OF MINNESOTA
---	ADJACENT DISTRICT OF IOWA
---	ADJACENT DISTRICT OF MISSOURI
---	ADJACENT DISTRICT OF ILLINOIS
---	ADJACENT DISTRICT OF INDIANA
---	ADJACENT DISTRICT OF OHIO
---	ADJACENT DISTRICT OF PENNSYLVANIA

**MASTER PLAT**

**ADORA TRAILS**

SEE SHEET 6

SEE SHEET 8

SEE SHEET 10

ENG 2009-00530

9 of 11

ATWELL

4700 E. 50th Street, Suite 100, Tulsa, OK 74112

Phone: 918.436.2161

SEE SHEET 6

SEE SHEET 8

SEE SHEET 10





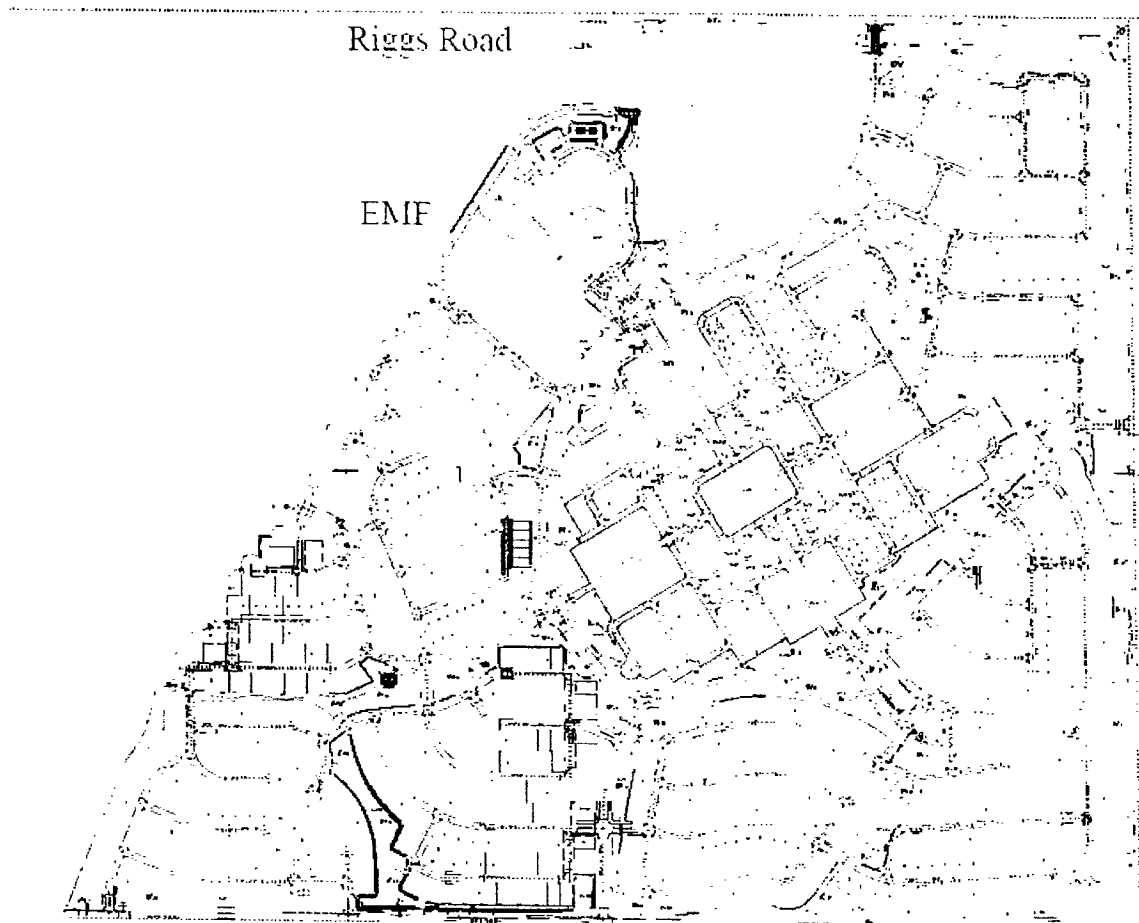


**EXHIBIT B**  
Improvements

## Exhibit B Improvements

Half Street Improvements for 3,200 Lineal Feet Frontage of Riggs Road:

- Grading
- Pavement
- Curb and Gutter
- Pedestrian Bridge
- Sidewalk (per 95 % NFra Inc. 4/29/09 Engineering Plans)
- Cleaning Existing Drainage Ditch
- Landscaping (Decomposed Granite) South of Curb and Gutter
- Improvements and Full Landscaping in Riggs Road Median
- Relocation of Any Utilities
- Drainage and Retention Facilities
- Any Incidental Work



## **EXHIBIT C**

Legal Description and Exhibit C-1, C-2, C-3 and C-4.  
Temporary Construction Easement C-5, C-6, C-7 and C-8

When Recorded Mail To:

Town of Gilbert  
c/o Susan D. Goodwin  
Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C.  
501 E. Thomas Road  
Phoenix, Arizona 85012-3205

Exempt under A.R.S. § 11-1134(A)(2)

### TEMPORARY CONSTRUCTION EASEMENT

For and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, I/we  
ATPD, LLC ("Grantors") does/do hereby grant and convey to the TOWN OF GILBERT,  
ARIZONA, an Arizona Municipal Corporation ("Grantee"), a Temporary Construction Easement  
for Roadway/ Utility/Drainage/Driveway Slope installation purposes, together with the temporary  
right of ingress and egress for the purposes of excavating and removing, installation, placement  
or replacement of soil and/or asphalt and construction plans identified below, including any  
additional grading work deemed necessary or appropriate by the Grantee over, under and across  
the real property situated in Maricopa County, Arizona, as described in **Exhibit C-5, C-6 and C-7, C-8** attached hereto and made a part hereof, and as shown on Construction Plans entitled  
"Improvement Plans for Riggs Road (ST100)", prepared by NFra, Inc., and dated April 28, 2009.  
Grantor's property shall be restored by Grantee to an "as good as" condition as existed prior to  
construction.

**This easement right, related to Parcel No.: 304-85-548, 304-85-570 and 304-85-552 shall be extinguished one (1) year following construction completion and approval by the Town of Gilbert.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

X \_\_\_\_\_

X \_\_\_\_\_

STATE OF ARIZONA       )  
  ) ss  
County of Maricopa       )

The foregoing Temporary Construction Easement was personally acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, by \_\_\_\_\_ who executed the foregoing instrument for the purposes therein contained.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

**EXHIBIT C-5**  
**EAST RIGGS ROAD**  
**TEMPORARY CONSTRUCTION EASEMENT**  
**(EAST OF SOUTH ADORA BOULEVARD)**

That portion of Section 34, Township 2 South, Range 6 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

**COMMENCING** at a found 3" MCDOT Brass Cap in Hand Hole stamped "28 27 33 34" accepted as the Northwest corner of said Section 34, from which a found 3" MCDOT Brass Cap in Hand Hole, stamped "LS 26411 T2S R6E 34" accepted as the North quarter corner of Section 34, Township 2 South, Range 6 East, bears S89°32'18"E, 2,693.48 feet;

Thence S89°32'18"E, 1221.96 feet along the north line of said Section 34 to a found TOG brass cap in hand hole;

Thence leaving said north line, S00°27'42"W, 90.00 feet;

Thence S89°32'18"E, 26.50 feet to a point on the south right-of-way line of East Riggs Road, said point also being the **POINT OF BEGINNING**;

Thence S89°32'18"E, 28.50 feet along said right-of-way line and continuing along said right-of-way line the following three courses;

Thence N82°52'01"E, 60.53 feet;

Thence S89°32'18"E, 1298.05 feet;

Thence S45°04'28"E, 28.55 feet to a point on the west right-of-way line of Constellation Way;

Thence S00°36'38"E, 24.01 feet along said right-of-way;

Thence N89°32'18"W, 1407.37 feet;

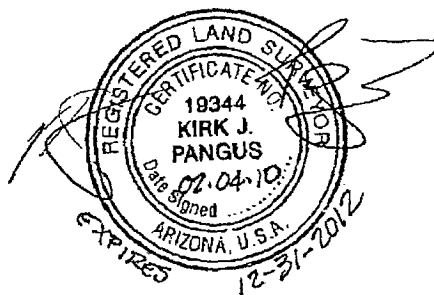
Thence N00°27'42"E, 36.00 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 61,238.29 square feet or 1.4058 acres and is subject to any easements, restrictions, or rights-of-way of record or otherwise.

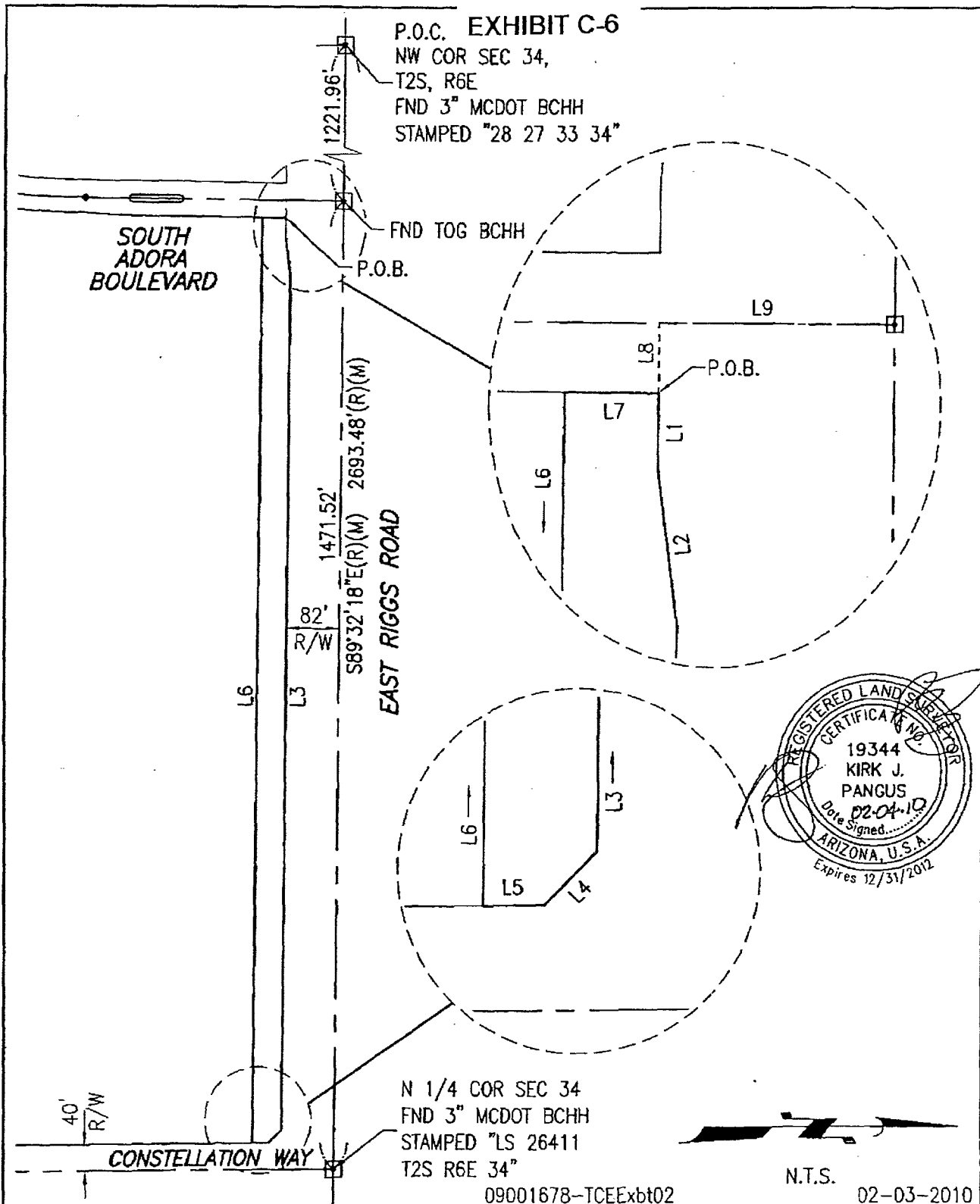
This land description is not intended to be used to violate any subdivision regulation of the state, county and/or municipality or any other land division regulations.

Prepared by:

ATWELL, LLC  
4700 East Southern Avenue  
Mesa, AZ 85206  
Project No. 09001678  
February 3, 2010







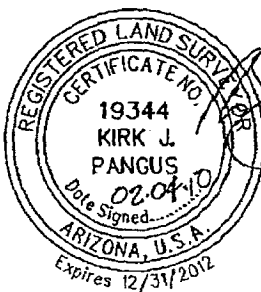
Land Development & Real Estate  
 Power & Energy  
 Telecommunications  
 Infrastructure & Transportation  
 Environmental & Solid Waste  
 Water & Natural Resources

**RIGGS ROAD TCE EASEMENT**  
**(EAST OF SOUTH ADORA BOULEVARD)**  
**ADORA TRAILS**  
**GILBERT, ARIZONA**

1 OF 2

# EXHIBIT C-6

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°32'18"E	28.50'
L2	N82°52'01"E	60.53'
L3	S89°32'18"E	1298.05'
L4	S45°04'28"E	28.55'
L5	S00°36'38"E	24.01'
L6	N89°32'18"W	1407.37'
L7	N00°27'42"E	36.00'
L8	S89°32'18"E	26.50'
L9	S00°27'42"W	90.00'



09001678-TCEExbt02

02-03-2010



**ATWELL**  
800.890.4200 | www.atwell-group.com  
 OFFICES IN NORTH AMERICA AND ASIA

Land Development & Real Estate  
 Power & Energy  
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 Environmental & Solid Waste  
 Water & Natural Resources

**RIGGS ROAD TCE EASEMENT**  
**(EAST OF SOUTH ADORA BOULEVARD)**  
**ADORA TRAILS**  
**GILBERT, ARIZONA**

2 OF 2

**EXHIBIT C-7**  
**EAST RIGGS ROAD**  
**TEMPORARY CONSTRUCTION EASEMENT**  
**(WEST OF SOUTH ADORA BOULEVARD)**

That portion of Sections 33 and 34, Township 2 South, Range 6 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

**COMMENCING** at a found 3" MCDOT Brass Cap in Hand Hole stamped "28 27 33 34" accepted as the Northwest corner of said Section 34, from which a found 3" MCDOT Brass Cap in Hand Hole, stamped "LS 26411 T2S R6E 34" accepted as the North quarter corner of Section 34, Township 2 South, Range 6 East, bears S89°32'18"E, 2,693.48 feet;

Thence S89°32'18"E, 1221.96 feet along the north line of said Section 34 to a found TOG brass cap in hand hole;

Thence leaving said north line, S00°27'42"W, 90.00 feet;

Thence N89°32'18"W, 26.50 feet to the **POINT OF BEGINNING**;

Thence S00°27'42"W, 37.00 feet;

Thence N89°32'18"W, 1231.03 feet to a point of curve the central point of which bears S00°27'42"W, 184.00 feet;

Thence southwesterly along said curve being concave to the south through a central angle of 21°41'01", an arc length of 69.63 feet to a point of reverse curve the central point of which bears N21°13'19"W, 30.00 feet;

Thence northwesterly along said reverse curve being concave to the northeast through a central angle of 96°02'33", an arc length of 50.29 feet;

Thence N15°10'46"W, 11.41 feet to a point on the south right-of-way line of East Riggs Road;

Thence N72°14'33"E, 23.00 feet along said right-of-way and continuing along said right-of-way line the following four courses to a point of curve the central point of which bears S17°45'27"E, 400.00 feet;

Thence easterly along said curve being concave to the south through a central angle of 18°13'09", an arc length of 127.19 feet;

Thence S89°32'18"E, 1106.65 feet;

Thence S81°56'37"E, 60.53 feet;

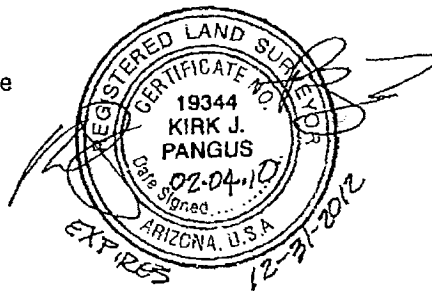
Thence S89°32'18"E, 28.50 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 59,265.36 square feet or 1.3605 acres and is subject to any easements, restrictions, or rights-of-way of record or otherwise.

This land description is not intended to be used to violate any subdivision regulation of the state, county and/or municipality or any other land division regulations.

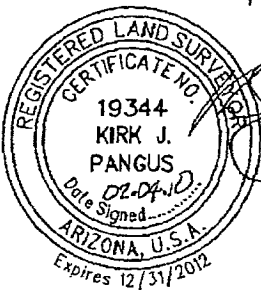
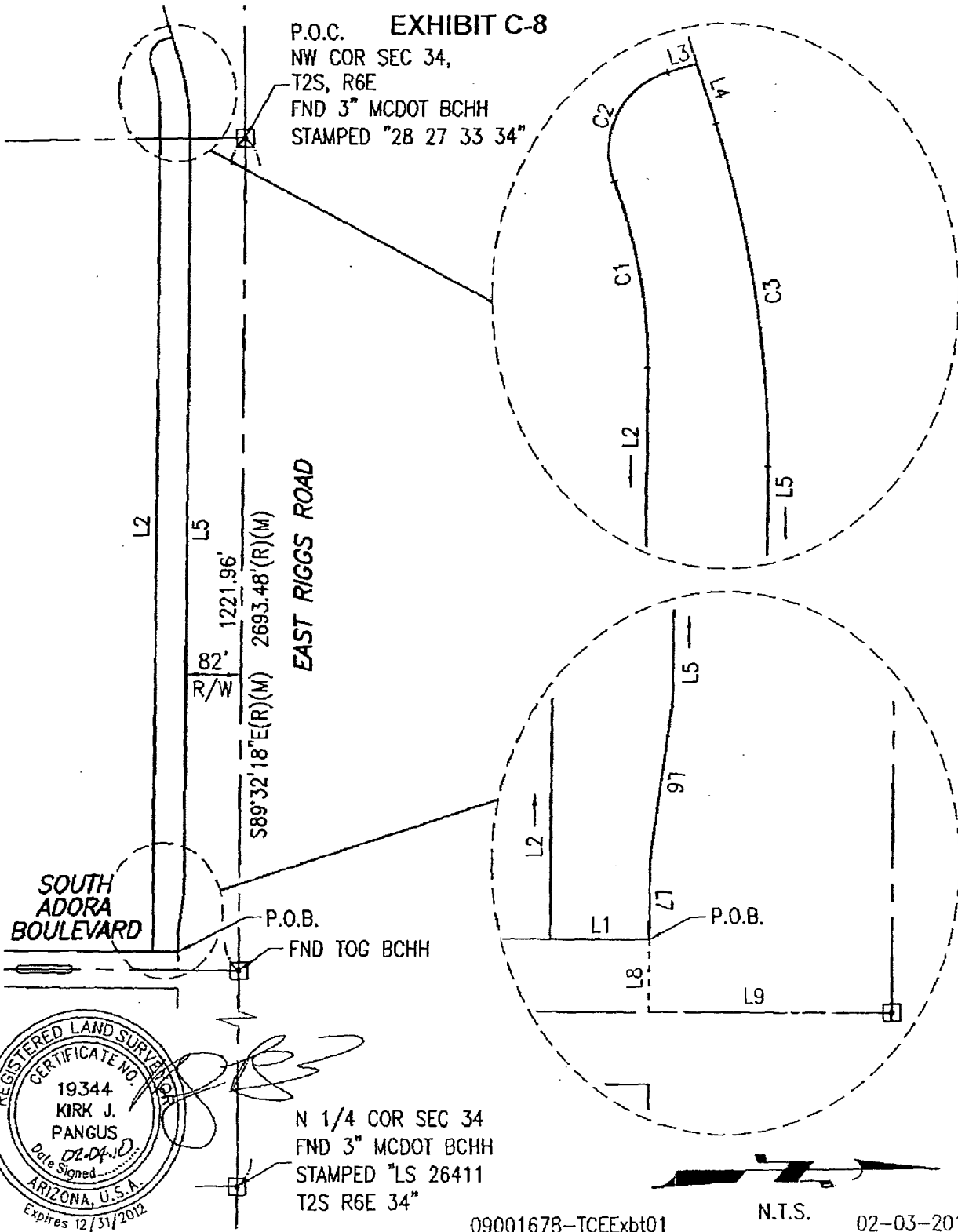
Prepared by:

ATWELL, LLC  
4700 East Southern Avenue  
Mesa, AZ 85206  
Project No. 09001678  
February 3, 2010



# P.O.C. EXHIBIT C-8

NW COR SEC 34,  
T2S, R6E  
FND 3" MCDOT BCHH  
STAMPED "28 27 33 34"



N 1/4 COR SEC 34  
FND 3" MCDOT BCHH  
STAMPED "LS 26411  
T2S R6E 34"



Land Development & Real Estate  
Power & Energy  
Telecommunications  
Infrastructure & Transportation  
Environmental & Solid Waste  
Water & Natural Resources

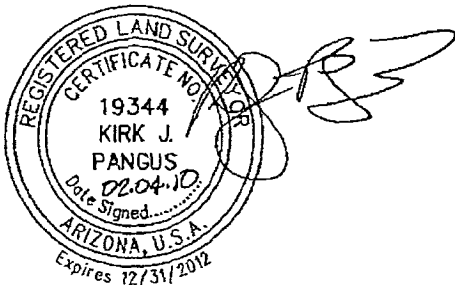
**RIGGS ROAD TCE EASEMENT**  
(WEST OF SOUTH ADORA BOULEVARD)  
ADORA TRAILS  
GILBERT, ARIZONA

1 OF 2

# EXHIBIT C-8

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°27'42"W	37.00'
L2	N89°32'18"W	1231.03'
L3	N15°10'46"W	11.41'
L4	N72°14'33"E	23.00'
L5	S89°32'18"E	1106.65'
L6	S81°56'37"E	60.53'
L7	S89°32'18"E	28.50'
L8	N89°32'18"W	26.50'
L9	S00°27'42"W	90.00'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHD. BEARING	CHORD
C1	69.63'	184.00'	21°41'01"	S79°37'12"W	69.22'
C2	50.29'	30.00'	96°02'33"	S63°12'02"E	44.60'
C3	127.19'	400.00'	18°13'09"	S81°21'08"W	126.66'



09001678-TCEExbt01

02-03-2010



Land Development & Real Estate  
Power & Energy  
Telecommunications  
Infrastructure & Transportation  
Environmental & Solid Waste  
Water & Natural Resources

**RIGGS ROAD TCE EASEMENT**  
**(WEST OF SOUTH ADORA BOULEVARD)**  
**ADORA TRAILS**  
**GILBERT, ARIZONA**

2 OF 2

When Recorded Return to:

Town of Gilbert  
c/o Susan D. Goodwin  
Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C.  
501 East Thomas Road  
Phoenix, Arizona 85012-3205

Exempt under A.R.S. § 11-1134

**SIDEWALK EASEMENT**

GRANTOR:

ATPD, LLC  
c/o Taylor Morrison/Arizona, Inc.  
9000 East Pima Center Parkway, Suite 350  
Scottsdale, Arizona 85258  
Attn: Tom Hennessy

GRANTEE:

Town of Gilbert  
50 East Civic Center Drive  
Gilbert, Arizona 85296

For and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, we, **ATPD, LLC**, ("Grantor") does hereby grant and convey to the **TOWN OF GILBERT, ARIZONA, an Arizona Municipal Corporation** ("Grantee") its successors and assigns, a perpetual non-exclusive easement for a public sidewalk, including, but not limited to, the right to construct, install, maintain, use, operate, inspect, repair, replace and remove a sidewalk for public use in, on, over, under, across, above and through the following described real property situated within Maricopa County, Arizona:

**See Exhibit with Legal Description and Exhibits C-1, C-2 and, C-3, and C-4**

To have and to hold said easement, servitude and privileges unto the GRANTEE, its successors and assigns, forever, subject to the conditions and limitations herein contained.

It is agreed that the GRANTOR shall have full use of said sidewalk except for the purpose for which the same is herein conveyed to the GRANTEE, and except for uses which interfere with the enjoyment by GRANTEE of the rights and servitude herein conveyed to it, and provided always that no building or structure of any nature or kind whatsoever, including without limitation fences, nor any part of same, shall be constructed, installed or placed on or over said easement or any part

Form No. 3.2.12

Utility Easement

Revised: March 5, 2004

thereof by GRANTOR or the successors or assigns of GRANTOR, and that the grade over any buried facilities shall not be changed by GRANTOR or the successors or assigns of GRANTOR without the prior written consent of the GRANTEE. The rights and obligations of GRANTEE shall be construed broadly and consistent with the performance of its obligations to provide utility service to its customers. The GRANTEE shall have all rights and privileges necessary or convenient for the full use and enjoyment of the easement, servitude and privileges herein granted for the purposes herein described.

GRANTEE shall be and remain responsible for the construction, operation, maintenance and repair of any facilities constructed by GRANTEE, and GRANTOR shall have no responsibility or liability in such construction, operation, maintenance or repair.

If this easement is terminated by GRANTEE, GRANTEE shall return the property to its prior condition as it existed prior to this grant of easement.

This Sidewalk Easement constitutes a perpetual non-exclusive covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

**CAUTION:** The above described easement may contain underground facilities the location of which must be verified as required by Arizona Revised Statutes, Section 40-360.21 et. seq. (Arizona Blue Stake Law) *prior to* excavation.

IN WITNESS WHEREOF, this instrument is executed this \_\_\_\_ day of \_\_\_\_\_,  
| ~~2009~~2010.

GRANTOR:

By: \_\_\_\_\_

It's: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF ARIZONA       )  
                                  ) ss.  
County of Maricopa       )

The foregoing Multi-Use Utility Easement was personally acknowledged before me this  
| \_\_\_\_ day of \_\_\_\_\_, ~~2009~~2010, by \_\_\_\_\_ acting  
as  
\_\_\_\_\_ for \_\_\_\_\_, and executed the foregoing instrument  
for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

(SEAL)

F:\578\77 CIP\01 Street Improvements\77-1-33 ST100 Riggs Rd - ValVista to 164 ST\Adora Trails Town of Gilbert Sidewalk Easement 3 30  
09.doc



**EXHIBIT C-1**  
**EAST RIGGS ROAD**  
**SIDEWALK EASEMENT**  
(EAST OF SOUTH ADORA BOULEVARD)

That portion of Section 34, Township 2 South, Range 6 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

**COMMENCING** at a found 3" MCDOT Brass Cap in Hand Hole stamped "28 27 33 34" accepted as the Northwest corner of said Section 34, from which a found 3" MCDOT Brass Cap in Hand Hole, stamped "LS 26411 T2S R6E 34" accepted as the North quarter corner of Section 34, Township 2 South, Range 6 East, bears S89°32'18"E, 2,693.48 feet;

Thence S89°32'18"E, 1221.96 feet along the north line of said Section 34 to a found TOG brass cap in hand hole;

Thence leaving said north line, S00°27'42"W, 90.00 feet;

Thence S89°32'18"E, 26.50 feet to a point on the right-of-way of East Riggs Road, said point also being the **POINT OF BEGINNING**;

Thence S89°32'18"E, 28.50 feet along said right-of-way;

Thence S00°27'42"W, 16.00 feet;

Thence S89°32'18"E, 1378.50 feet to a point on the west right-of-way line of Constellation Way;

Thence S00°36'38"E, 10.00 feet along said right-of-way;

Thence N89°32'18"W, 1407.19 feet;

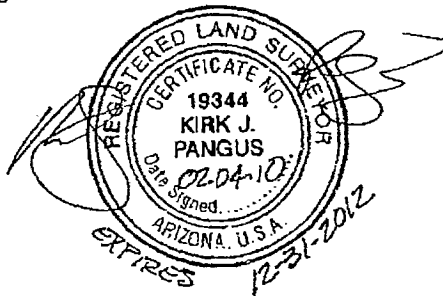
Thence N00°27'42"E, 26.00 feet to the **POINT OF BEGINNING**.

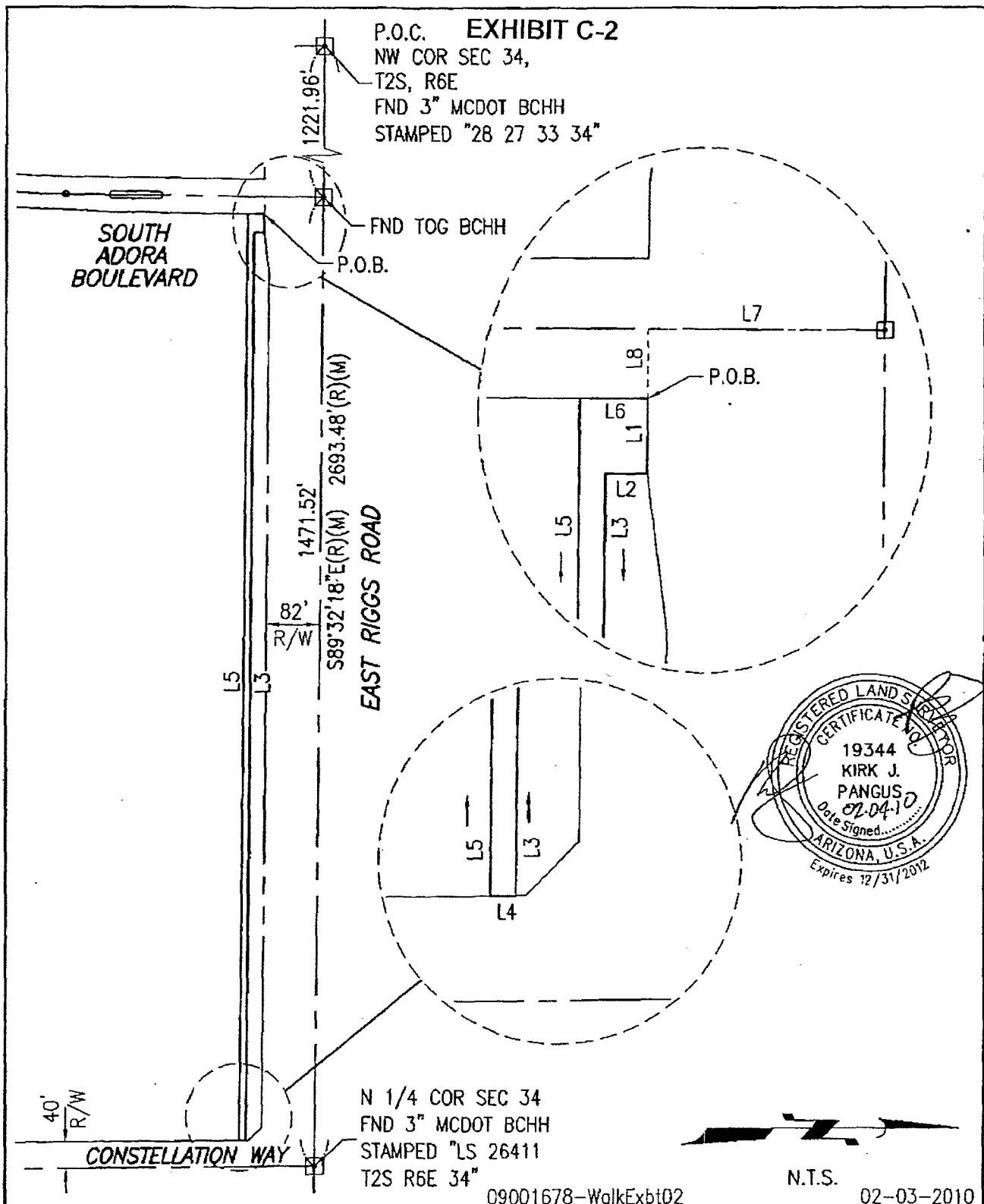
The above described parcel contains a computed area of 14,526.91 square feet or 0.3335 acres and is subject to any easements, restrictions, or rights-of-way of record or otherwise.

This land description is not intended to be used to violate any subdivision regulation of the state, county and/or municipality or any other land division regulations.

Prepared by:

ATWELL, LLC  
4700 East Southern Avenue  
Mesa, AZ 85206  
Project No. 09001678  
February 3, 2010





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**RIGGS ROAD SIDEWALK EASEMENT**  
(EAST OF SOUTH ADORA BOULEVARD)  
ADORA TRAILS  
GILBERT, ARIZONA

1 OF 2

# EXHIBIT C-2

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°32'18"E	28.50'
L2	S00°27'42"W	16.00'
L3	S89°32'18"E	1378.50'
L4	S00°36'38"E	10.00'
L5	N89°32'18"W	1407.19'
L6	N00°27'42"E	26.00'
L7	S00°27'42"W	90.00'
L8	S89°32'18"E	26.50'



09001678-WolkExbt02

02-03-2010



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**RIGGS ROAD SIDEWALK EASEMENT**  
(EAST OF SOUTH ADORA BOULEVARD)

ADORA TRAILS  
GILBERT, ARIZONA

2 OF 2

**EXHIBIT C-3**  
**EAST RIGGS ROAD**  
**SIDEWALK EASEMENT**  
(WEST OF SOUTH ADORA BOULEVARD)

That portion of Sections 33 and 34, Township 2 South, Range 6 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

**COMMENCING** at a found 3" MCDOT Brass Cap in Hand Hole stamped "28 27 33 34" accepted as the Northwest corner of said Section 34, from which a found 3" MCDOT Brass Cap in Hand Hole, stamped "LS 26411 T2S R6E 34" accepted as the North quarter corner of Section 34, Township 2 South, Range 6 East, bears S89°32'18"E, 2,693.48 feet;

Thence S89°32'18"E, 1221.96 feet along the north line of said Section 34 to a found TOG brass cap in hand hole;

Thence leaving said north line, S00°27'42"W, 90.00 feet;

Thence N89°32'18"W, 26.50 feet to the **POINT OF BEGINNING**;

Thence S00°27'42"W, 27.00 feet;

Thence N89°32'18"W, 1231.03 feet to a point of curve the central point of which bears S00°27'42"W, 194.00 feet;

Thence southwesterly along said curve being concave to the south through a central angle of 21°41'01", an arc length of 73.42 feet to a point of reverse curve the central point of which bears N21°13'19"W, 20.00 feet;

Thence northwesterly along said reverse curve being concave to the northeast through a central angle of 96°02'34", an arc length of 33.53 feet;

Thence N15°10'46"W, 11.86 feet;

Thence N72°14'33"E, 12.99 feet to a point of curve the central point of which bears S17°45'27"E, 400.00 feet;

Thence easterly along said curve being concave to the south through a central angle of 01°26'10", an arc length of 10.03 feet;

Thence S15°10'46"E, 15.08 feet to a point of curve the central point of which bears N74°49'14"E, 5.00 feet;

Thence southeasterly along said curve being concave to the northeast through a central angle of 93°56'52", an arc length of 8.20 feet to a point of reverse curve the central point of which bears S19°07'38"E, 206.00 feet;

Thence easterly along said reverse curve being concave to the south through a central angle of 19°35'20", an arc length of 70.43 feet;

Thence S89°32'18"E, 1202.53 feet;

Thence N00°27'42"E, 15.00 feet to a point on the right-of-way of East Riggs Road;

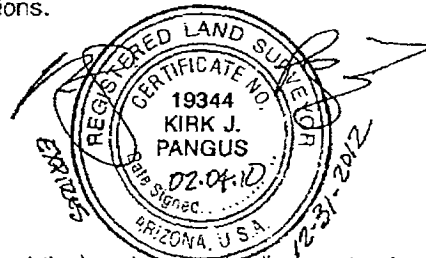
Thence S89°32'18"E, 28.50 feet along said right-of-way to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 16,754.28 square feet or 0.3846 acres and is subject to any easements, restrictions, or rights-of-way of record or otherwise.

This land description is not intended to be used to violate any subdivision regulation of the state, county and/or municipality or any other land division regulations.

Prepared by:

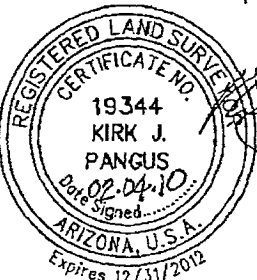
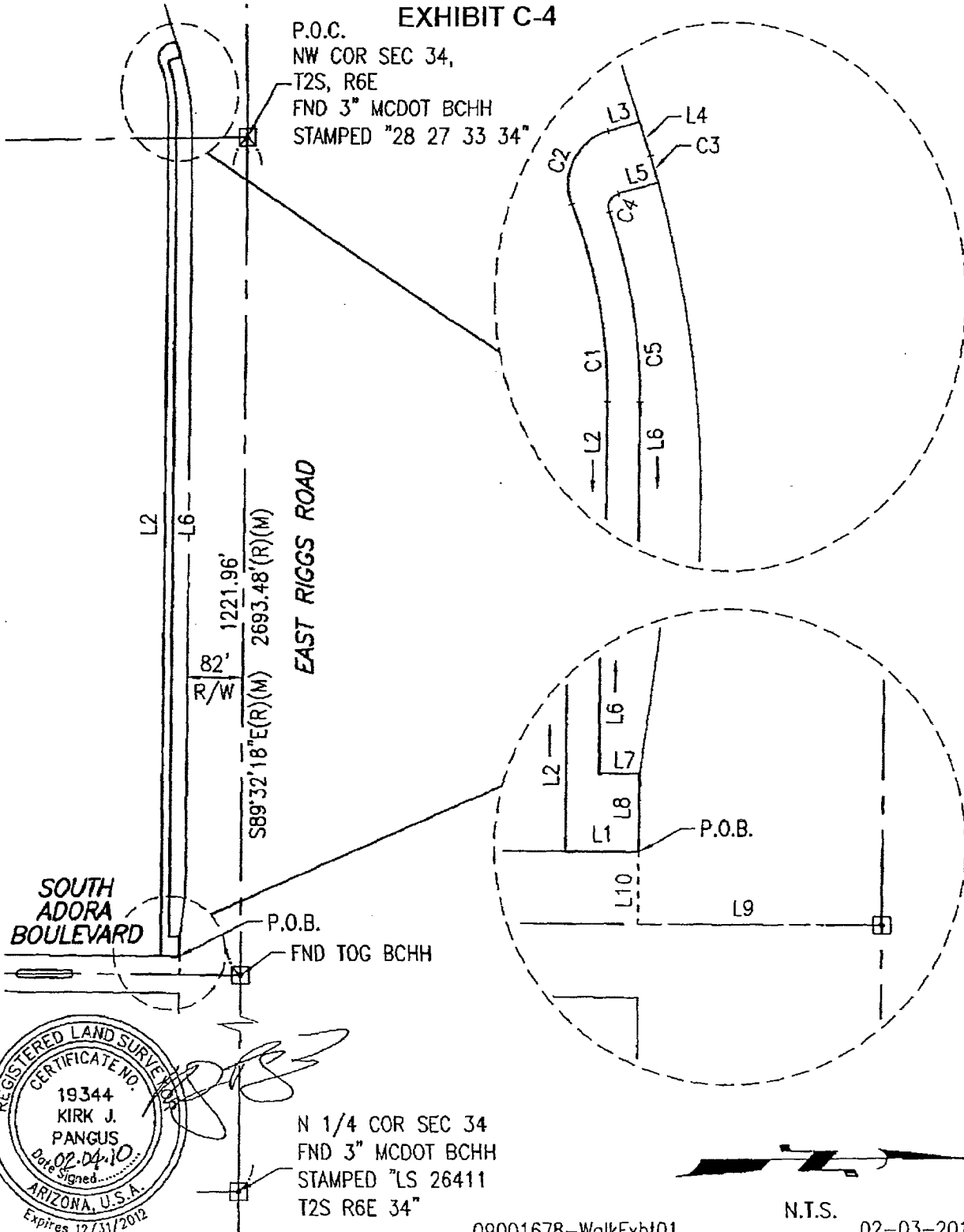
ATWELL, LLC  
4700 East Southern Avenue  
Mesa, AZ 85206  
Project No. 09001678  
February 3, 2010



k:\09001678-adoratrail\project documents\surveying\legals\riggs road sidewalk-tce descriptions\east riggs road sidewalk easement no. 1 west of adora blvd.doc

# EXHIBIT C-4

P.O.C.  
NW COR SEC 34,  
T2S, R6E  
FND 3" MCDOT BCHH  
STAMPED "28 27 33 34"



N 1/4 COR SEC 34  
FND 3" MCDOT BCHH  
STAMPED "LS 26411  
T2S R6E 34"

09001678-WolkExbt01

N.T.S.

02-03-2010



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**RIGGS ROAD SIDEWALK EASEMENT  
(WEST OF SOUTH ADORA BOULEVARD)**

**ADORA TRAILS  
GILBERT, ARIZONA**

1 OF 2

# EXHIBIT C-4

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°27'42"W	27.00'
L2	N89°32'18"W	1231.03'
L3	N15°10'46"W	11.86'
L4	N72°14'33"E	12.99'
L5	S15°10'46"E	15.08'
L6	S89°32'18"E	1202.53'
L7	N00°27'42"E	15.00'
L8	S89°32'18"E	28.50'
L9	S00°27'42"W	90.00'
L10	N89°32'18"W	26.50'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHD. BEARING	CHORD
C1	73.42'	194.00'	21°41'01"	S79°37'12"W	72.98'
C2	33.53'	20.00'	96°02'34"	S63°12'02"E	29.74'
C3	10.03'	400.00'	1°26'10"	S72°57'38"W	10.03'
C4	8.20'	5.00'	93°56'52"	S62°09'12"E	7.31'
C5	70.43'	206.00'	19°35'20"	S80°40'02"W	70.09'



09001678-WolkExbt01

02-03-2010



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Water & Natural Resources

**RIGGS ROAD SIDEWALK EASEMENT**  
(WEST OF SOUTH ADORA BOULEVARD)  
ADORA TRAILS  
GILBERT, ARIZONA

2 OF 2

**EXHIBIT D**  
Estimated Cost of Improvements

RIGGS ROAD, VAL VISTA TO RECKER ROAD - ST100						
PARCEL ESTIMATE (MOUNTAINWOOD)						
95% CONSTRUCTION PLANS						
ITEM #	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT	
PARCEL NUMBER 304-85-548 & 304-85-570						
101	NEW AC PAVEMENT PER STRUCTURAL SEC. 1	SY	14,500	\$ 16.94	\$	245,630.00
103	NEW AC PAVEMENT PER STRUCTURAL SEC. 3	SY	805	\$ 14.96	\$	12,042.80
329-1	Tack Coat	TN	5	\$ 1,015.00	\$	5,575.97
301-1	Subgrade Prep	SY	15,305	\$ 2.10	\$	32,140.50
310-3	Aggregate Base Course, 7" Thick	SY	805	\$ 7.60	\$	16,818.80
310-4	Aggregate Base Course, 12" Thick	SY	14,500	\$ 10.35	\$	1,078,604.55
405-1	SURVEY MARKER MAG DTL 120-1 TYPE 'A'	EA	2	\$ 860.00	\$	1,290.00
	VERTICAL CURB & GUTTER MAG DTL 220 TYPE 'A'	LF	3,171	\$ 13.10	\$	41,540.10
340-4	SINGLE CURB MAG DTL 222 TYPE 'A'	LF	2,800	\$ 13.10	\$	36,680.00
340-5	CONCRETE SIDEWALK MAG DTL 230	SF	22,040	\$ 4.25	\$	93,670.00
340-7	Sidewalk Ramp, ADOT C-05.30, Type C	EA	3	\$ 888.30	\$	888.30
340-12	Concrete Valley Gutter & Apron, MAG Dtl 240	SF	1,137	\$ 4.65	\$	26,983.95
340-11	MEDIAN NOSE TRANSITION MAG DTL 223	EA	3	\$ 1,678.00	\$	5,034.00
340-13	6" X 8" CONCRETE HEADER CURB PER DETAIL "B"	LF	30	\$ 23.11	\$	693.30
342-1	STAMPED ASPHALT SEE DETAIL B	SF	1,712	\$ 3.68	\$	6,300.16
345-2	MANHOLE FRAME & COVER ADJUSTMENT MAG DTL 422	EA	8	\$ 250.00	\$	2,000.00
350-5	REMOVE AC PAVEMENT	SY	5,705	\$ 5.66	\$	32,290.30
5	REMOVE SIGN	EA	5	\$ 9.94	\$	49.70
350-10	REMOVE FENCE & GATE	LF	662	\$ 5.84	\$	3,866.08
	Pavement Markings and Signing	EA	1	\$ 25,270	\$	25,270.39
	Remove Vegetation from Channel	LF	3,200	\$ 26.00	\$	83,200.00
505-16	ConArch (Pedestrian Crossing)	EA	1	\$ 17,000.00	\$	17,000.00
618-1	18" RCP	LF	175	\$ 130.00	\$	22,750.00
505-14	SINGLE GRATE CATCH BASIN TYPE "D" MAG DTL 533	EA	5	\$ 3,000.00	\$	15,000.00
618-7	End Section (18"), MAG Dtl 545	EA	3	\$ 900.00	\$	2,700.00
505-3	Extend 2- 10'x3' Concrete Box Culvert	LF	20	\$ 1,350.00	\$	27,000.00
	Rip Rap	CY	34	\$ 60.00	\$	2,040.00
	Safety Handrail, MAG Dtl 145 (520-1)	LF	140	\$ 30.00	\$	4,200.00
700-02	POLE (P10) AND FOUNDATION	EA	7	\$ 2,000.00	\$	14,000.00
700-03	250 WATT HPS FIXTURE (F1)	EA	7	\$ 225.00	\$	1,575.00
700-04	PULL BOX (PB2)	EA	7	\$ 225.00	\$	1,575.00
	2-3" PVC CONDUIT	LF	2,685	\$ 7.50	\$	20,137.50
700-09	PULL BOX # 7 WITH EXTENSION	EA	6	\$ 550.00	\$	3,300.00
700-10	No 9- Vault	EA	2	\$ 3,000.00	\$	6,000.00
700-01	2.5" PVC CONDUIT WITH PULL ROPE	LF	1,575	\$ 4.00	\$	6,300.00
630-1	Valve Box & Cover per Dtl 391-1, Type C Looking Type	EA	3	\$ 1,000.00	\$	3,000.00
630-4	12" Gate Valve	EA	1	\$ 2,250.00	\$	2,250.00
610-2	12" PVC Waterline C-900 PC 150 with Fittings	LF	220			
	8" x 12" Tapping Sleeve	EA	1	\$ 2,500.00	\$	2,500.00
	20" Steel Casing (Jack and Bore)	LF	60	\$ 500.00	\$	30,000.00
630-3	8" Gate Valve	EA	2	\$ 1,500.00	\$	3,000.00
610-3	8" PVC WATER W/FITTINGS	LF	251	\$ 81.63	\$	20,489.13
631-7	CURB STOP W/FLUSHING PIPE MAG DTL 390	EA	1	\$ 1,100.00	\$	1,100.00
440-14	Pipe, Mainline- 1 1/2"Schedule 40 PVC (440-15)	LF	1,070	\$ 2.26	\$	2,418.20
440-15	Tree Submain Pipe	LF	740	\$ 1.40	\$	1,036.00
440-16	Groundcover Submain Pipe	LF	740	\$ 1.40	\$	1,036.00
440-17	Tree Drip Lateral Pipe	LF	1,720	\$ 1.23	\$	2,115.60
440-18	Groundcover Lateral Pipe	LF	1,720	\$ 1.23	\$	2,115.60
440-9	Drip Filter /Pressure Regulator Assembly (440-10)	EA	4	\$ 107.48	\$	429.92
	Pipe Sleeve - 4" Schedule 40 DMV PVC (440-16)	LF	100	\$ 3.67	\$	367.00
430-3	ARIZONA NATIVE MESQUITE TREE	EA	25	\$ 191.42	\$	4,785.50
	DESERT WILLOW	EA	16	\$ 15.00	\$	240.00
430-7	Desert Marigold 1 gal	EA	76	\$ 4.22	\$	320.72
430-5	DESERT CARPET	EA	60	\$ 11.17	\$	670.20
	Plants (1 gal)	EA	100	\$ 5.00	\$	500.00
430-11	DG - 1/2" Apache Brown	SF	103,300	\$ 0.45	\$	46,485.00
	Coat Sewer MH	EA	9	\$ 5,000.00	\$	45,000.00
SUBTOTAL					\$	2,064,005.26
	Mobilization, Survey, Quality Control	LSUM	1		\$	342,624.87
	General Conditions, Tax, Bond, Insurance, Fee	LSUM	1		\$	430,786.79
	Construction Contingency (5%)	LSUM	1			
	PM/CM and Pre-Construction Svcs	LSUM	1		\$	193,743.88
TOTAL: (ESTIMATED)					\$	3,031,160.81



**EXHIBITS 1,2 and 3**  
Parcels D-1, D-2 and F  
Parcels 2A through 8  
Parcels 9 through 16

## LEGAL DESCRIPTION

### Payment # 1

A portion of Section 33, Township 2 South, Range 6 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

**COMMENCING** at the Northeast corner of said Section 33 from which the north quarter corner thereof bears South 89°52'38" West, a distance of 2650.76 feet;

Thence along the north line of the Northeast quarter of said section, South 89°52'38" West, a distance of 423.81 feet to the easterly right of way line of the Maricopa County Flood Control District as recorded in Document no. 88-085571, Maricopa County records;

Thence leaving said north line and along said right of way, South 33°00'12" West, a distance of 1343.18 feet to the **POINT OF BEGINNING**;

Thence leaving said right of way line, South 51°54'33" East, a distance of 63.75 feet to the northwest corner of Parcel M of the Amended Block Plat for Mountainwood Phase 1 as recorded in Book 945, Page 19, Maricopa County records;

Thence along the westerly line of said Parcel M, South 33°00'12" West, a distance of 228.29 feet to the beginning of a curve, concave northeasterly, having a radius of 300.00 feet and a central angle of 82°32'40";

Thence along the southerly line of said Parcel M and southeasterly along said curve, a distance of 432.20 feet;

Thence continuing along said southerly line, South 49°32'28" East, a distance of 547.10 feet to the beginning of a curve concave northerly, having a radius of 375.00 feet and a central angle of 18°45'43";

Thence continuing along said southerly line, southeasterly along said curve, a distance of 122.80 feet;

Thence continuing along said southerly line, South 68°18'02" East, a distance of 2.02 feet;

Thence along the southerly line of Tract DD as recorded in Book 945, Page 19, Maricopa County records, South 68°18'11" East, a distance of 20.07 feet;

Thence leaving said southerly line, South 21°41'49" West, a distance of 8.50 feet;

Thence South 68°18'11" East, a distance of 21.42 feet;

Thence South 21°52'30" West, a distance of 50.00 feet to a non tangent curve, concave southwesterly, the center of which bears South 21°41'49" West, having a radius of 29.50 feet;

Thence southeasterly along said curve, through a central angle of  $87^{\circ}06'49''$ , a distance of 44.85 feet to a reverse curve, concave southeasterly, having a radius of 1,023.00 feet and a central angle of  $05^{\circ}13'38''$ ;

Thence southerly along said curve, a distance of 93.33 feet;

Thence South  $13^{\circ}35'00''$  West, a distance of 316.22 feet to the beginning of a curve concave northwesterly, having a radius of 29.50 feet and a central angle of  $89^{\circ}55'33''$ ;

Thence southwesterly along said curve, a distance of 46.30 feet;

thence South  $12^{\circ}58'17''$  West, a distance of 50.00 feet to a non tangent curve, concave southwesterly, the center of which bears South  $13^{\circ}34'51''$  West, having a radius of 29.50 feet;

Thence southeasterly along said curve, through a central angle of  $88^{\circ}11'41''$ , a distance of 45.41 feet to a reverse curve, concave easterly, having a radius of 1,123.00 feet and a central angle of  $34^{\circ}12'47''$ ;

Thence southerly along said curve, a distance of 670.58 feet to a reverse curve, concave westerly, having a radius of 29.50 feet and a central angle of  $87^{\circ}23'10''$ ;

Thence southerly along said curve, a distance of 44.99 feet;

Thence South  $25^{\circ}15'43''$  East, a distance of 50.00 feet;

Thence South  $64^{\circ}56'55''$  West, a distance of 21.35 feet;

Thence South  $25^{\circ}03'05''$  East, a distance of 8.50 feet to a point on the easterly line of Mountainwood Parcel F as recorded in Book 887, Page 24, Maricopa County records;

Thence along said easterly line, South  $64^{\circ}56'55''$  West, a distance of 37.18 feet;

Thence continuing along said easterly line, South  $23^{\circ}18'03''$  East, a distance of 109.49 feet to the southeast corner of said Parcel F;

Thence along the southerly line of said Parcel F, South  $66^{\circ}41'57''$  West, a distance of 55.00 feet;

Thence continuing along said southerly line, South  $70^{\circ}22'57''$  West, a distance of 111.70 feet;

Thence continuing along said southerly line, South  $67^{\circ}32'34''$  West, a distance of 501.32 feet;

Thence continuing along said southerly line, South  $74^{\circ}45'34''$  West, a distance of 64.64 feet;

Thence continuing along said southerly line, South  $80^{\circ}01'11''$  West, a distance of 64.61 feet;

Thence leaving said southerly line and Parcel F boundary, South 62°18'08" West, a distance of 39.44 feet;

Thence South 26°51'58" West, a distance of 28.41 feet;

Thence South 31°15'01" West, a distance of 26.86 feet;

Thence South 86°59'49" West, a distance of 374.90 feet;

Thence North 38°44'34" West, a distance of 37.30 feet to a point on the southerly line of Mountainwood Parcel D as recorded in Book 887, Page 32, Maricopa County records;

Thence along said southerly line, North 89°52'26" West, a distance of 864.87 feet;

Thence leaving said southerly line, North 89°52'26" West, a distance of 10.00 feet;

Thence continuing along said southerly line, South 01°02'27" East, a distance of 35.19 feet;

Thence continuing along said southerly line, South 89°49'09" West, a distance of 50.01 feet to the southwest corner of said Parcel D;

Thence along the westerly line of said Parcel D, North 01°02'27" West, a distance of 115.92 feet;

Thence leaving said westerly line, South 88°57'33" West, a distance of 115.00 feet;

Thence North 56°59'48" West, a distance of 30.00 feet to the easterly line of said Maricopa County Flood Control District right of way;

Thence along said easterly right of way line, North 33°00'12" East, a distance of 3,295.17 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 3,388,730 square feet or 77.7945 acres, more or less and is subject to any easements, restrictions, or rights of way of record or otherwise.

The description shown hereon is not to be used to violate and subdivision regulation of the State, County and/or Municipality or any other land division restrictions.

Prepared by: Atwell, LLC  
4700 E. Southern Avenue  
Mesa, Arizona 85206  
Project No. 09001678  
February 2010



# EXHIBIT B

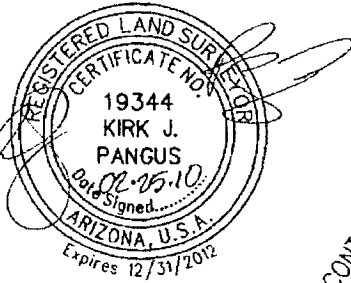
N 1/4 COR SEC 33,  
T2S, R6E,  
FND 3" MCDOT BCHH

NE COR SEC 33, T2S, R6E  
FND 3" MCDOT BCHH  
STAMPED "28 27 33 34"

N89°52'38"E 2650.76'  
423.81'

S33°00'12"W  
1343.18'

P.O.B.



MARICOPA COUNTY FLOOD CONTROL DISTRICT

N33°00'12"E 3295.17'

PARCEL M



N.T.S.

L31 L27  
L32 L28  
L30 L29

L26

L25

L24

L23

L22

L21

L19

L20

L18

L17

L16

L15

L14

L13

L12

L11

C8

C7

C6

L10

C5

L9

C4

C3

L8

L7

L6

L5

L4

C2

L3

C1

L2

L1



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09001678-Sheet 1 of 2

02-24-2010

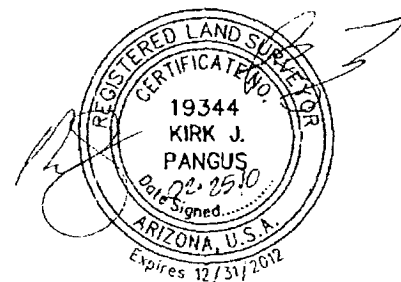
**PAYMENT 1**

ADORA TRAILS, GILBERT, ARIZONA

LINE TABLE		
LINE	BEARING	LENGTH
L1	S51°54'33"E	63.75'
L2	S33°00'12"W	228.29'
L3	S49°32'28"E	547.10'
L4	S68°18'02"E	2.02'
L5	S68°18'11"E	20.07'
L6	S21°41'49"W	8.50'
L7	S68°18'11"E	21.42'
L8	S21°52'30"W	50.00'
L9	S13°35'00"W	316.22'
L10	S12°58'17"W	50.00'
L11	S25°15'43"E	50.00'
L12	S64°56'55"W	21.35'
L13	S25°03'05"E	8.50'
L14	S64°56'55"W	37.18'
L15	S23°18'03"E	109.49'
L16	S66°41'57"W	55.00'

LINE TABLE		
LINE	BEARING	LENGTH
L17	S70°22'57"W	111.70'
L18	S67°32'34"W	501.32'
L19	S74°45'34"W	64.64'
L20	S80°01'11"W	64.61'
L21	S62°18'08"W	39.44'
L22	S26°51'58"W	28.41'
L23	S31°15'01"W	26.86'
L24	S86°59'49"W	374.90'
L25	N38°44'34"W	37.30'
L26	N89°52'26"W	864.87'
L27	N89°52'26"W	10.00'
L28	S01°02'27"E	35.19'
L29	S89°49'09"W	50.01'
L30	N01°02'27"W	115.92'
L31	S88°57'33"W	115.00'
L32	N56°59'48"W	30.00'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHD. BEARING	CHORD
C1	432.20'	300.00'	82°32'40"	S08°16'08"E	395.78'
C2	122.80'	375.00'	18°45'43"	S58°55'20"E	122.25'
C3	44.85'	29.50'	87°06'49"	N24°44'47"W	40.66'
C4	93.33'	1023.00'	05°13'38"	S16°11'49"W	93.30'
C5	46.30'	29.50'	89°55'33"	N58°32'46"E	41.69'
C6	45.41'	29.50'	88°11'41"	N32°19'18"W	41.06'
C7	670.58'	1123.00'	34°12'47"	S05°19'51"E	660.66'
C8	44.99'	29.50'	87°23'10"	N21°15'20"E	40.76'



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09001678-Sheet 2 of 2

02-24-2010

**PAYMENT 1**  
ADORA TRAILS, GILBERT, ARIZONA

**LEGAL DESCRIPTION**  
**Payment # 2**

A portion of the west half of Section 34 and the south half of Section 33, Township 2 South, Range 6 East, Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

**COMMENCING** at the center of said Section 34, from which the north quarter corner thereof bears North 00°36'38" West, a distance of 2662.07 feet;

Thence North 89°42'50" West, a distance of 40.01' to the **POINT OF BEGINNING**;

Thence along a line that is 40.00 feet west of and parallel with the east line the southwest quarter of said Section 34, South 00°36'14" East, a distance of 2,406.49 feet;

Thence leaving said parallel line, North 89°51'48" West, a distance of 470.06 feet;

Thence South 00°36'28" East, a distance of 185.02 feet;

Thence along a line that is 65.00 feet north of and parallel with the south line of the southwest quarter of said Section 34, North 89°51'58" West, a distance of 2,122.63 feet;

Thence along a line that is 65.00 feet north of and parallel with the south line of the southeast quarter of said Section 33, North 89°48'07" West, a distance of 2640.47 feet;

Thence along a line that is 65.00 feet north of and parallel with the south line of the southwest quarter of said Section 33, North 89°52'16" West, a distance of 983.99 feet;

Thence leaving said parallel line, North 21°13'04" East, a distance of 1,353.85 feet to the east line of the Maricopa County Flood Control District right of way as recorded in Document no. 88-085571;

Thence along said easterly right of way line, North 33°00'12" East, a distance of 124.48 feet;

Thence leaving said right of way line, South 56°59'48" East, a distance of 30.00 feet;

Thence North 88°57'33" East, a distance of 115.00 feet to the westerly line of Mountainwood Parcel D as recorded in Book 887, Page 32, Maricopa County records;

Thence along said westerly line, South 01°02'27" East, a distance of 115.92 feet to the southwest corner of said Parcel D;

Thence along the southerly line of said Parcel D, North 89°49'09" East, a distance of 50.01 feet;

Thence continuing along said southerly line, North 01°02'27" West, a distance of 35.19 feet;

Thence leaving said southerly line, South 89°52'26" East, a distance of 10.00 feet;

Thence continuing along said southerly line, South 89°52'26" East, a distance of 864.87 feet;

Thence leaving said southerly line and Parcel D boundary, South 38°44'34" East, a distance of 37.30 feet;

Thence North 86°59'49" East, a distance of 374.90 feet;

Thence North 31°15'01" East, a distance of 26.86 feet;

Thence North 26°51'58" East, a distance of 28.41 feet;

Thence North 62°18'08" East, a distance of 39.44 feet to the southerly line of Mountainwood Parcel F as recorded is Book 887, Page 24, Maricopa County records;

Thence along said southerly line of Parcel F, North 80°01'11" East, a distance of 64.61 feet;

Thence continuing along last said southerly line, North 74°45'34" East, a distance of 64.64 feet;

Thence continuing along last said southerly line, North 67°32'34" East, a distance of 501.32 feet;

Thence continuing along last said southerly line, North 70°22'57" East, a distance of 111.70 feet;

Thence continuing along last said southerly line to the southwest corner of Parcel F, North 66°41'57" East, a distance of 55.00 feet;

Thence along the easterly line of said parcel, North 23°18'03" West, a distance of 109.49 feet;

Thence continuing along last said easterly line, North 64°56'55" East, a distance of 37.18 feet;

Thence leaving said easterly line, North 25°03'05" West, a distance of 8.50 feet;

Thence North 64°56'55" East, a distance of 21.35 feet to the beginning of a curve concave having a radius of 29.50 feet and a central angle of 87°11'35";

Thence easterly along said curve, a distance of 44.89 feet to a point of reverse curve concave southerly having a radius of 1,123.00 feet and a central angle of 05°35'18";

Thence southeasterly along said curve, a distance of 109.53 feet;

Thence South 33°26'48" East, a distance of 198.84 feet to the beginning of a curve concave northeasterly having a radius of 623.00 feet and a central angle of 33°48'38";



Thence southeasterly along said curve, a distance of 367.64 feet to a reverse curve concave southwesterly having a radius of 29.50 feet and a central angle of 85°01'57";

Thence southeasterly along said curve, a distance of 43.78 feet;

Thence South 72°13'28" East, a distance of 54.00 feet to a non tangent curve concave southeasterly, the center of which bears South 72°13'28" East, having a radius of 29.50 feet;

Thence northeasterly along said curve, through a central angle of 85°01'57", a distance of 43.78 feet to a reverse curve concave northerly having a radius of 623.00 feet and a central angle of 12°39'43";

Thence easterly along said curve, a distance of 137.68 feet;

Thence South 89°51'14" East, a distance of 341.01 feet to the beginning of a curve concave northwesterly having a radius of 723.00 feet and a central angle of 24°39'32";

Thence easterly along said curve, a distance of 311.17 feet to a reverse curve concave southwesterly having a radius of 29.50 feet and a central angle of 85°41'39";

Thence easterly along said curve, a distance of 44.12 feet;

Thence North 61°10'52" East, a distance of 54.00 feet to a non tangent curve concave southeasterly, the center of which bears North 61°10'52" East, having a radius of 29.50 feet;

Thence northerly along said curve, through a central angle of 85°41'38", a distance of 44.12 feet to a point of reverse curve concave northwesterly having a radius of 723.00 feet and a central angle of 12°35'01";

Thence northeasterly along said curve, a distance of 158.79 feet;

Thence North 44°17'29" East, a distance of 1,342.70 feet to the beginning of a curve concave southerly having a radius of 29.50 feet and a central angle of 90°00'00";

Thence easterly along said curve, a distance of 46.34 feet;

thence North 44°17'29" East, a distance of 54.00 feet to the point of curve of a non tangent curve concave easterly, the center of which bears North 44°17'29" East, having a radius of 29.50 feet;

Thence northerly along said curve, through a central angle of 90°00'00", a distance of 46.34 feet;

Thence North 44°17'29" East, a distance of 293.72 feet;

Thence North 48°06'19" East, a distance of 60.13 feet to a non tangent curve concave southeasterly, the center of which bears South 45°42'31" East, having a radius of 493.00 feet;

Thence northeasterly along said curve, through a central angle of 45°05'53", a distance of 388.05 feet;

Thence North 89°23'22" East, a distance of 135.44 feet;

Thence South 45°36'38" East, a distance of 28.28 feet;

Thence South 00°36'38" East, a distance of 22.38 feet;

Thence North 89°42'50" West, a distance of 190.03 feet;

Thence South 00°36'38" East, a distance of 230.03 feet;

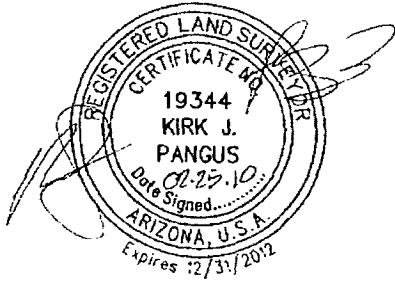
Thence South 89°42'50" East, a distance of 190.03 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 9,460,699 square feet or 217.1878 acres, more or less and is subject to any easements, restrictions, or rights of way of record or otherwise.

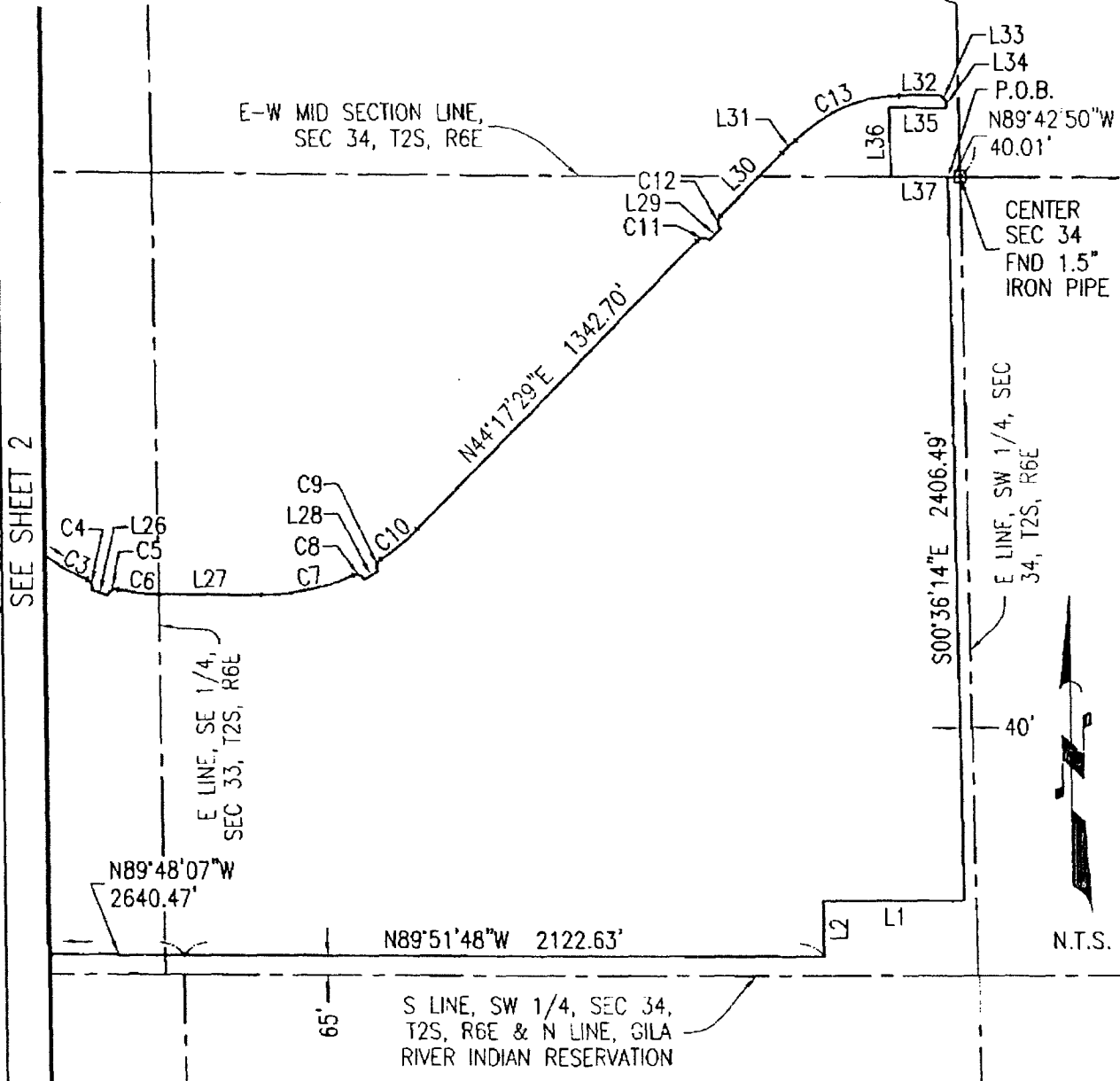
The description shown hereon is not to be used to violate and subdivision regulation of the State, County and/or Municipality or any other land division restrictions.

Prepared by: Atwell, LLC  
4700 E. Southern Avenue  
Mesa, Arizona 85206  
Project No. 09001678  
February 2010





N 1/4 COR SEC 34  
FND 3" MCDOT BCHH  
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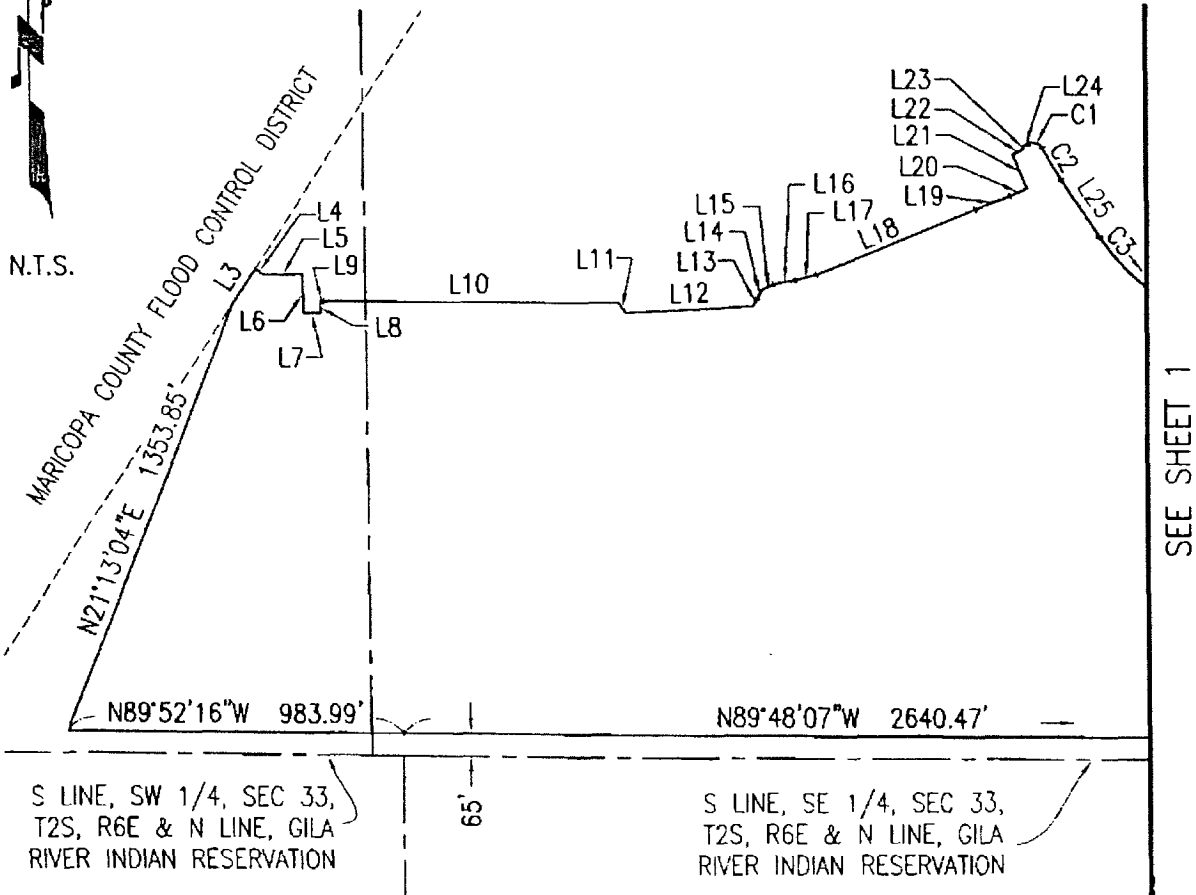
09001678-Sheet 1 of 3

02-24-2010

PAYMENT 2

ADORA TRAILS, GILBERT, ARIZONA

# EXHIBIT B



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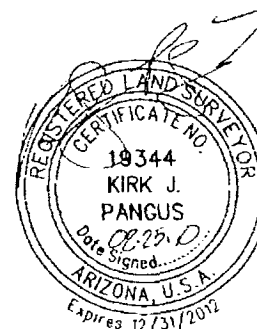
02-24-2010

**PAYMENT 2**  
ADORA TRAILS, GILBERT, ARIZONA

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°51'48"W	470.06'
L2	S00°36'28"E	185.02'
L3	N33°00'12"E	124.48'
L4	S56°59'48"E	30.00'
L5	N88°57'33"E	115.00'
L6	S01°02'27"E	115.92'
L7	N89°49'09"E	50.01'
L8	N01°02'27"W	35.19'
L9	S89°52'26"E	10.00'
L10	S89°52'26"E	864.87'
L11	S38°44'34"E	37.30'
L12	N86°59'49"E	374.90'
L13	N31°15'01"E	26.86'
L14	N26°51'58"E	28.41'
L15	N62°18'08"E	39.44'
L16	N80°01'11"E	64.61'
L17	N74°45'34"E	64.64'
L18	N67°32'34"E	501.32'
L19	N70°22'57"E	111.70'

LINE TABLE		
LINE	BEARING	LENGTH
L20	N66°41'57"E	55.00'
L21	N23°18'03"W	109.49'
L22	N64°56'55"E	37.18'
L23	N25°03'05"W	8.50'
L24	N64°56'55"E	21.35'
L25	S33°26'48"E	198.84'
L26	S72°13'28"E	54.00'
L27	S89°51'14"E	341.01'
L28	N61°10'52"E	54.00'
L29	N44°17'29"E	54.00'
L30	N44°17'29"E	293.72'
L31	N48°06'19"E	60.13'
L32	N89°23'22"E	135.44'
L33	S45°36'38"E	28.28'
L34	S00°36'38"E	22.38'
L35	N89°42'50"W	190.03'
L36	S00°36'38"E	230.03'
L37	S89°42'50"E	190.03'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHD. BEARING	CHORD
C1	44.89'	29.50'	87°11'35"	N71°27'18"W	40.68'
C2	109.53'	1123.00'	05°35'18"	S30°39'09"E	109.49'
C3	367.64'	623.00'	33°48'38"	S50°21'07"E	362.32'
C4	43.78'	29.50'	85°01'57"	N24°44'27"W	39.87'
C5	43.78'	29.50'	85°01'57"	S60°17'30"W	39.87'
C6	137.68'	623.00'	12°39'43"	S83°31'23"E	137.40'
C7	311.17'	723.00'	24°39'32"	N77°49'00"E	308.77'
C8	44.12'	29.50'	85°41'39"	N71°39'57"W	40.12'
C9	44.12'	29.50'	85°41'38"	S14°01'41"W	40.12'
C10	158.79'	723.00'	12°35'01"	N50°35'00"E	158.47'
C11	46.34'	29.50'	90°00'00"	S89°17'29"W	41.72'
C12	46.34'	29.50'	90°00'00"	S00°42'31"E	41.72'
C13	388.05'	493.00'	45°05'53"	S66°50'25"W	378.11'



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09001678-Sheet 3 of 3

02-24-2010

**PAYMENT 2**  
ADORA TRAILS, GILBERT, ARIZONA

**LEGAL DESCRIPTION**  
**Payment # 3**

A portion of the east half of Section 33 and the west half of Section 34, Township 2 South, Range 6 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

**COMMENCING** at the northwest corner of said Section 34 from which the north quarter corner of said Section 34 bears South 89° 32' 18" East, a distance of 2693.48;

Thence along the north line of the northwest quarter of said Section 34, South 89° 32' 18" East, a distance of 1,195.46;

Thence leaving said north line, South 00°27'42" West, a distance 90.00 feet to the **POINT OF BEGINNING**;

Thence South 00°27'42" West, a distance of 306.82 feet to the beginning of a curve concave westerly, having a radius of 1,073.50 feet and a central angle of 04°06'51";

Thence southerly along said curve, a distance of 77.08 feet;

Thence South 07°03'22" West, a distance of 135.75 feet to the beginning of a curve concave northwesterly, having a radius of 29.50 feet and a central angle of 97°59'15";

Thence southwesterly along said curve, a distance of 50.45 feet;

Thence South 14°18'36" West, a distance of 54.00 feet to a non tangent curve concave southwesterly, the center of which bears South 15°02'37" West, having a radius of 29.50 feet;

Thence southeasterly along said curve, through a central angle of 93°05'31", a distance of 47.93 feet to a compound curve concave northwesterly, having a radius of 1,077.00 feet and a central angle of 46°55'44";

Thence southwesterly along said curve, a distance of 882.13 feet;

Thence South 65°03'52" West, a distance of 18.28 feet to the beginning of a curve concave northerly, having a radius of 29.50 feet and a central angle of 90°00'00";

Thence westerly along said curve, a distance of 46.34 feet;

Thence South 65°03'52" West, a distance of 54.00 feet to a non tangent curve concave northwesterly, the center of which bears South 65°03'52" West, having a radius of 29.50 feet;

Thence southerly along said curve, through a central angle of 90°00'00", a distance of 46.34 feet;

Thence South 65°03'52" West, a distance of 587.50 feet to the beginning of a curve concave southeasterly, having a radius of 1,023.00 feet and a central angle of 15°08'18";

Thence southwesterly along said curve, a distance of 270.29 feet;

Thence North 49°31'54" West, a distance of 70.96 feet to the northeast corner of Parcel M of the Amended Block Plat for Mountainwood Phase 1 as recorded in Book 945, Page 15, Maricopa County records;

Thence along the northerly line of said Parcel M, North 49°31'54" West, a distance of 484.80 feet;

Thence continuing along the northerly line of said Parcel M, North 51°54'33" West, a distance of 478.00 feet;

Thence leaving said northerly line, North 51°54'33" West, a distance of 63.75 feet to the easterly line of the Maricopa County Flood Control District right of way as recorded in Document no 88-085571, Maricopa County records;

Thence along said easterly right of way line, North 33°00'12" East, a distance of 1,166.91 feet;

Thence leaving said easterly right of way line, North 81°53'19" East, a distance of 15.66 feet to the beginning of a curve concave southerly, having a radius of 250.00 feet and a central angle of 12°49'26";

Thence easterly along said curve, a distance of 55.95 feet to a reverse curve concave northerly, having a radius of 600.00 feet and a central angle of 04°50'06";

Thence easterly along said curve, a distance of 50.63 feet;

Thence North 89°52'38" East, a distance of 36.99 feet to the beginning of a curve concave northerly, having a radius of 600.00 feet and a central angle of 17°38'05";

Thence easterly along said curve, a distance of 184.67 feet;

Thence North 72°14'33" East, a distance of 56.34 feet to the beginning of a curve concave southerly, having a radius of 400.00 feet and a central angle of 18°13'09";

Thence easterly along said curve, a distance of 127.19 feet to a line which is 82.00 feet south of and parallel with the north line of the northwest quarter of said Section 34;

Thence along said parallel line, South 89°32'18" East, a distance of 1,106.65 feet;

Thence leaving said parallel line, South 81°56'37" East, a distance of 60.53 feet;

Thence South 89°32'18" East, a distance of 28.50 feet to the **POINT OF BEGINNING**.

**EXCEPT** Tract T as shown on the Amended Block Plat for Mountainwood Phase 1 as recorded in Book 945, Page 19, records of Maricopa County, Arizona.

Together with that portion of land more particularly described as follows:

**COMMENCING** at the northwest corner of said Section 34 from which the north quarter corner of said Section 34 bears South 89° 32' 18" East, a distance of 2,693.48;

Thence along the north line of the northwest quarter of said Section 34, South 89° 32' 18" East, a distance of 1248.46;

Thence leaving said north line, South 00° 27' 42" West, a distance 90.00 feet to the **POINT OF BEGINNING**;

Thence South 89° 32' 18" East, a distance of 28.50 feet;

Thence North 82° 52' 01" East, a distance of 60.53 feet to a line which is 82.00 feet south of and parallel with the north line of the northwest quarter of said Section 34;

Thence along said parallel line, South 89° 32' 18" East, a distance of 1,298.05 feet;

Thence leaving said parallel line, South 45° 04' 28" East, a distance of 28.55 feet;

Thence South 00° 36' 38" East, a distance of 2,213.77 feet;

Thence South 44° 23' 22" West, a distance of 28.28 feet;

Thence South 89° 23' 22" West, a distance of 135.44 feet to the beginning of a curve concave southeasterly, having a radius of 547.00 feet and a central angle of 45° 05' 53";

Thence southwesterly along said curve, a distance of 430.55 feet;

Thence South 40° 28' 38" West, a distance of 60.13 feet;

Thence South 44° 17' 29" West, a distance of 293.72 feet to the beginning of a curve concave northerly, having a radius of 29.50 feet and a central angle of 90° 00' 00";

Thence westerly along said curve, a distance of 46.34 feet;

Thence South 44° 17' 29" West, a distance of 54.00 feet to a non tangent curve concave westerly, the center of which bears South 44° 17' 29" West, having a radius of 29.50 feet;

Thence southerly along said curve, through a central angle of 90° 00' 00", a distance of 46.34 feet;

Thence South 44° 17' 29" West, a distance of 1,342.70 feet to the beginning of a curve concave northwesterly, having a radius of 677.00 feet and a central angle of 11° 53' 02";

Thence southwesterly along said curve a distance of 140.42 feet to a compound curve concave northerly, having a radius of 29.50 feet and a central angle of 95° 00' 21";

Thence westerly along said curve, a distance of 48.92 feet;



Thence South  $61^{\circ}10'52''$  West, a distance of 54.00 feet to a non tangent curve concave westerly, the center of which bears South  $61^{\circ}10'52''$  West, having a radius of 29.50 feet;

Thence southerly along said curve, through a central angle of  $95^{\circ}00'21''$ , a distance of 48.92 feet to a compound curve concave northerly, having a radius of 677.00 feet and a central angle of  $23^{\circ}57'33''$ ;

Thence westerly along said curve, a distance of 283.10 feet;

Thence North  $89^{\circ}51'14''$  West, a distance of 341.01 feet to the beginning of a curve concave northeasterly, having a radius of 577.00 feet and a central angle of  $56^{\circ}24'26''$ ;

Thence northwesterly along said curve a distance of 568.05 feet;

Thence North  $33^{\circ}26'48''$  West, a distance of 198.84 feet to the beginning of a curve concave northeasterly, having a radius of 1,077.00 feet and a central angle of  $05^{\circ}18'12''$ ;

Thence northwesterly along said curve a distance of 99.69 feet to a compound curve concave easterly, having a radius of 29.50 feet and a central angle of  $93^{\circ}05'31''$ ;

Thence northeasterly along said curve, a distance of 47.93 feet;

Thence North  $25^{\circ}03'05''$  West, a distance of 54.00 feet to a non tangent curve concave northerly, the center of which bears North  $25^{\circ}03'05''$  West, having a radius of 29.50 feet;

Thence westerly along said curve, through a central angle of  $93^{\circ}05'31''$ , a distance of 47.93 feet to a point of compound curve concave easterly, having a radius of 1,077.00 feet and a central angle of  $35^{\circ}32'34''$ ;

Thence northerly along said curve, a distance of 668.10 feet;

Thence North  $13^{\circ}35'00''$  East, a distance of 350.99 feet to the beginning of a curve concave easterly, having a radius of 480.00 feet and a central angle of  $08^{\circ}11'37''$ ;

Thence northerly along said curve a distance of 68.64 feet;

Thence North  $21^{\circ}46'37''$  East, a distance of 209.80 feet to the beginning of a curve concave southeasterly, having a radius of 480.00 feet and a central angle of  $03^{\circ}13'37''$ ;

Thence northeasterly along said curve a distance of 27.04 feet;

Thence South  $76^{\circ}25'00''$  East, a distance of 238.39 feet;

Thence South  $78^{\circ}17'49''$  East, a distance of 69.77 feet;

Thence North  $82^{\circ}05'24''$  East, a distance of 70.76 feet;

Thence North  $77^{\circ}26'35''$  East, a distance of 75.00 feet;

Thence North  $73^{\circ}26'17''$  East, a distance of 75.18 feet;

Thence North 77°26'35" East, a distance of 129.61 feet;

Thence South 50°10'13" East, a distance of 145.68 feet;

Thence South 56°37'44" East, a distance of 77.49 feet;

Thence North 25°00'00" East, a distance of 525.00 feet;

Thence North 24°34'37" East, a distance of 77.07 feet;

Thence North 28°18'23" East, a distance of 82.62 feet;

Thence North 28°09'09" East, a distance of 16.18 feet to the point of curve of a non tangent curve concave northeasterly, the center of which bears North 37°34'38" East, having a radius of 435.00 feet;

Thence northwesterly along said curve, through a central angle of 19°50'48", a distance of 150.68 feet;

Thence North 57°25'26" East, a distance of 8.00 feet to the point of curve of a non tangent curve concave northeasterly, the center of which bears North 57°25'26" East, having a radius of 427.00 feet;

Thence northwesterly along said curve, through a central angle of 04°06'15", a distance of 30.59 feet;

Thence North 69°30'55" East, a distance of 54.61 feet to the point of curve of a non tangent curve concave southeasterly, the center of which bears North 60°21'44" East, having a radius of 29.50 feet;

Thence northerly along said curve, through a central angle of 94°42'07", a distance of 48.76 feet;

Thence North 65°03'52" East, a distance of 17.13 feet to the beginning of a curve concave northwesterly, having a radius of 1,123.00 feet and a central angle of 47°12'39";

Thence northeasterly along said curve, a distance of 925.33 feet to a reverse curve concave southeasterly, having a radius of 29.50 feet and a central angle of 87°11'24";

Thence northeasterly along said curve, a distance of 44.89 feet;

Thence North 15°02'37" East, a distance of 54.00 feet to a non tangent curve concave northeasterly, the center of which bears North 15°02'37" East, having a radius of 29.50 feet;

Thence northwesterly along said curve, through a central angle of 87°11'24", a distance of 44.89 feet to a reverse curve concave westerly, having a radius of 1,123.00 feet and a central angle of 11°46'19";

Thence northerly along said curve, a distance of 230.73 feet;

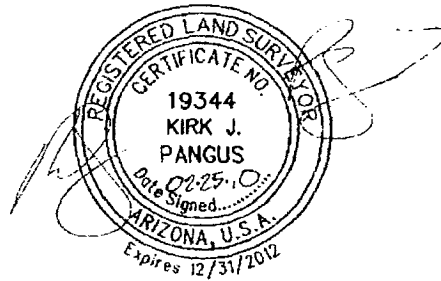
Thence North 03°15'06" East, a distance of 71.91 feet;

Thence North 00°27'42" East, a distance of 235.00 feet to the **POINT OF BEGINNING**.

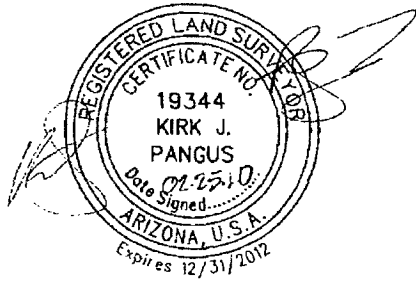
The above described parcel contains a total computed area for both parcels of 10,482,770 square feet or 240.6513 acres, more or less and is subject to any easements, restrictions, or rights of way of record or otherwise.

The description shown hereon is not to be used to violate and subdivision regulation of the State, County and/or Municipality or any other land division restrictions.

Prepared by: Atwell, LLC  
4700 E. Southern Avenue  
Mesa, Arizona 85206  
Project No. 09001678  
February 2010



# EXHIBIT B

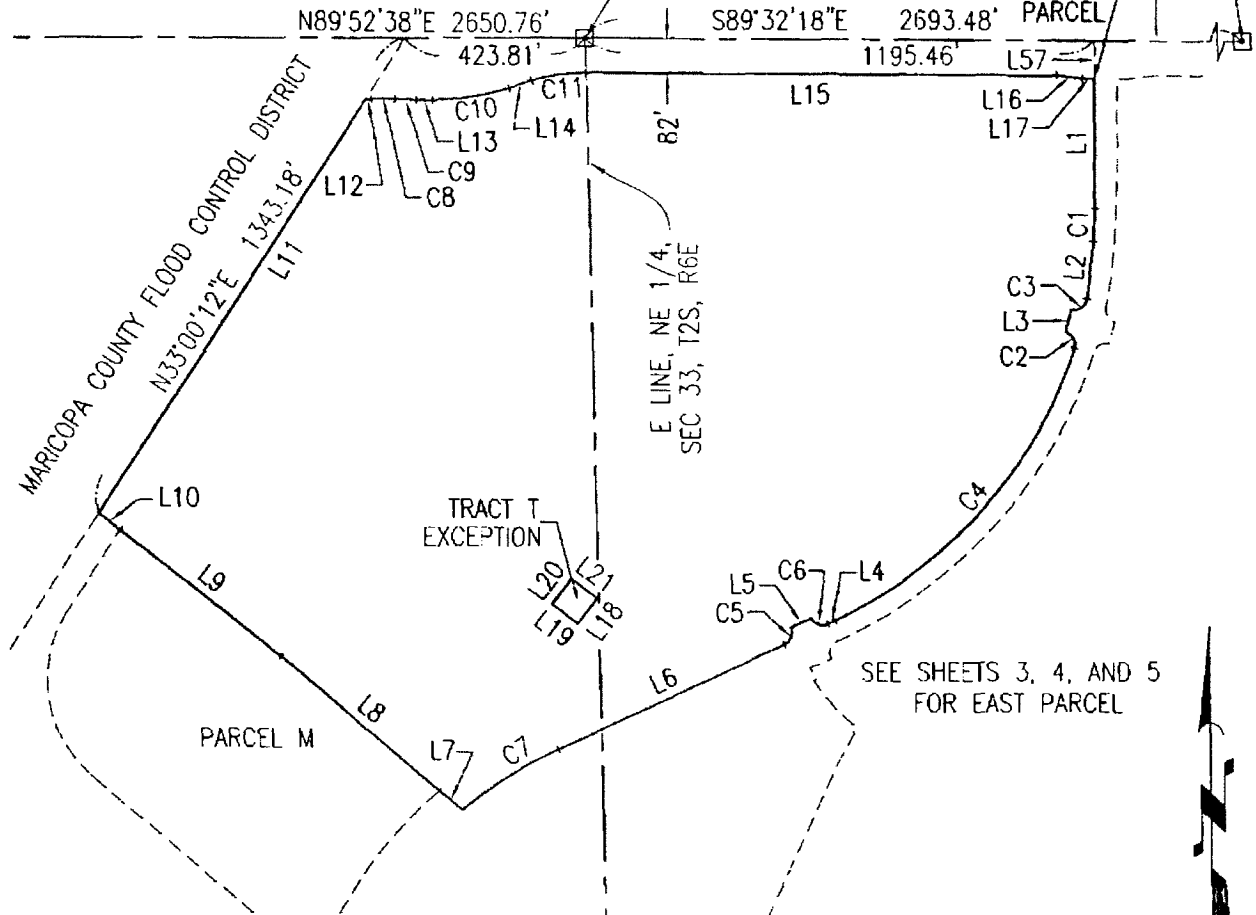


N 1/4 COR SEC 34  
FND 3" MCDOT BCHH  
STAMPED "LS 26411  
T2S R6E 34"

N LINE, NW 1/4,  
SEC 34, T2S, R6E

NW COR SEC 34, T2S, R6E  
FND 3" MCDOT BCHH  
STAMPED "28 27 33 34"

P.O.B.  
WEST  
PARCEL



N.T.S.



Land Development & Real Estate  
Power & Energy  
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Environmental & Solid Waste  
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09001678-Sheet 1 of 6

02-24-2010

**PAYMENT 3**  
ADORA TRAILS, GILBERT, ARIZONA



LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°27'42"W	306.82
L2	S07°03'22"W	135.75
L3	S14°18'36"W	54.00
L4	S65°03'52"W	18.28
L5	S65°03'52"W	54.00
L6	S65°03'52"W	587.50
L7	N49°31'54"W	70.96
L8	N49°31'54"W	484.80
L9	N51°54'33"W	478.00
L10	N51°54'33"W	63.75
L11	N33°00'12"E	1166.91
L12	N81°53'19"E	15.66
L13	N89°52'38"E	36.99
L14	N72°14'33"E	56.34
L15	S89°32'18"E	1106.65
L16	S81°56'37"E	60.53
L17	S89°32'18"E	28.50
L18	S36°59'50"W	75.00'
L19	N53°00'10"W	75.00'
L20	N36°59'50"E	75.00'
L21	S53°00'10"E	75.00'
L57	S00°27'42"W	90.00'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	77.08'	1073.50'	04°06'51"	N02°31'07"E	77.07
C2	50.45'	29.50'	97°59'15"	N56°02'59"E	44.52
C3	47.93'	29.50'	93°05'31"	N28°24'38"W	42.83
C4	882.13'	1077.00'	46°55'44"	N41°36'00"E	857.68
C5	46.34'	29.50'	90°00'00"	S69°56'08"E	41.72
C6	46.34'	29.50'	90°00'00"	N20°03'52"E	41.72
C7	270.29'	1023.00'	15°08'18"	S57°29'43"W	269.50
C8	55.95'	250.00'	12°49'26"	S88°18'02"W	55.84
C9	50.63'	600.00'	04°50'06"	S87°42'18"E	50.62
C10	184.67'	600.00'	17°38'05"	N81°03'36"E	183.94
C11	127.19'	400.00'	18°13'09"	S81°21'08"W	126.66



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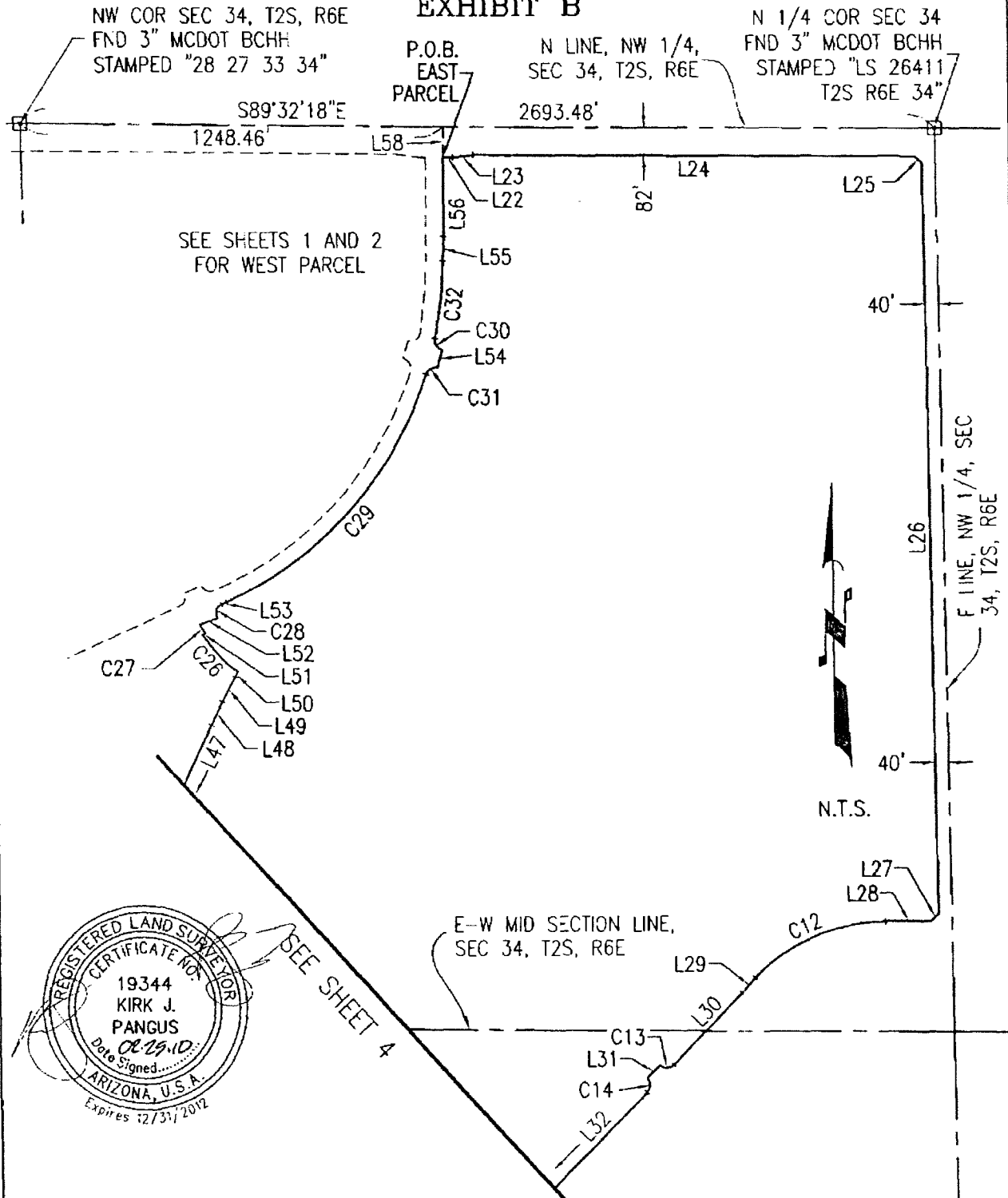
09001678-Sheet 2 of 6

02-24-2010

**PAYMENT 3**

ADORA TRAILS, GILBERT, ARIZONA

# EXHIBIT B



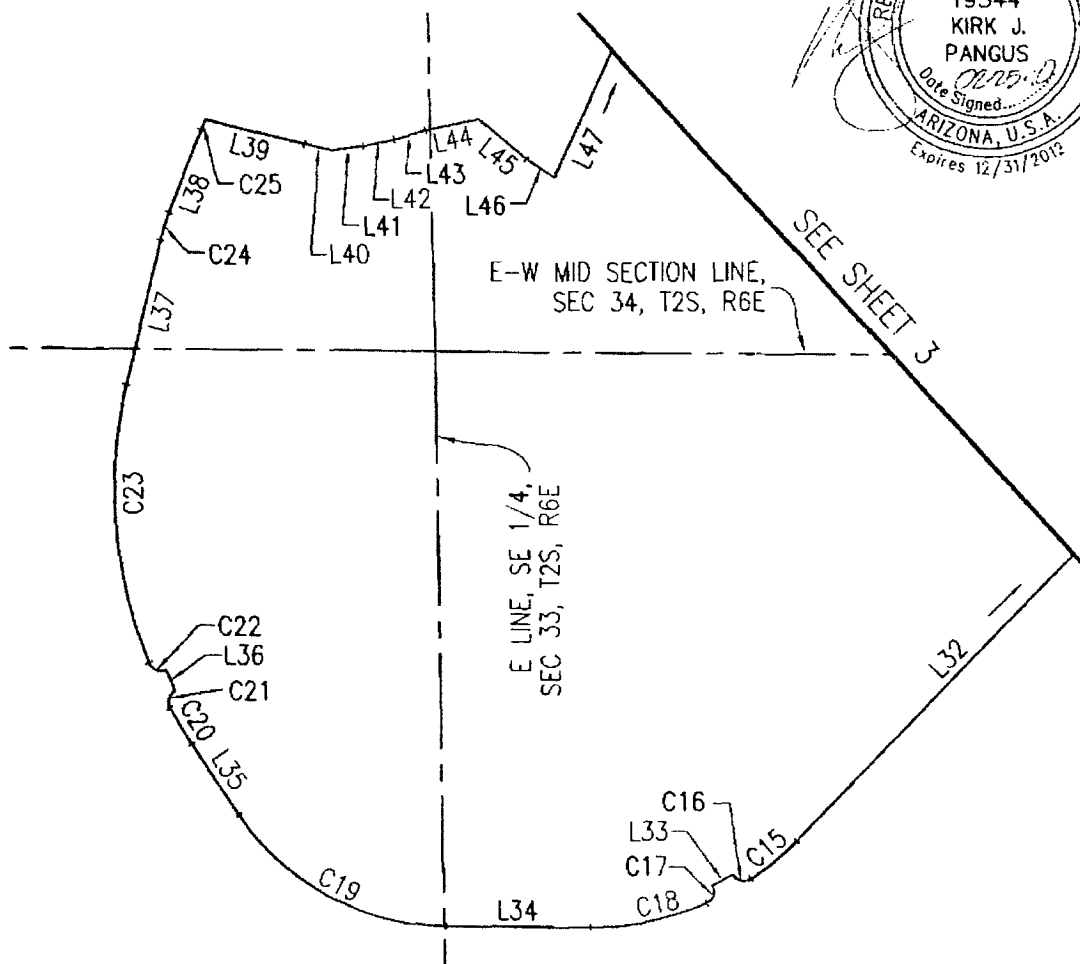
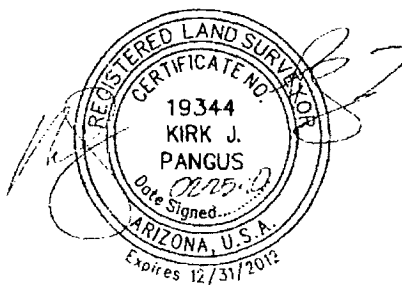
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09001678-Sheet 3 of 6

02-24-2010

**PAYMENT 3**  
ADORA TRAILS, GILBERT, ARIZONA

# EXHIBIT B



N.T.S.



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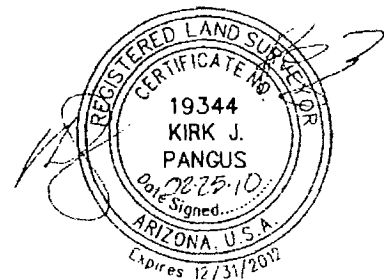
090C1678-Sheet 4 of 6

02-24-2010

**PAYMENT 3**  
ADORA TRAILS, GILBERT, ARIZONA

LINE TABLE		
LINE	BEARING	LENGTH
L22	S89°32'18"E	28.50'
L23	N82°52'01"E	60.53'
L24	S89°32'18"E	1298.05'
L25	S45°04'28"E	28.55'
L26	S00°36'38"E	2213.77'
L27	S44°23'22"W	28.28'
L28	S89°23'22"W	135.44'
L29	S40°28'38"W	60.13'
L30	S44°17'29"W	293.72'
L31	S44°17'29"W	54.00'
L32	S44°17'29"W	1342.70'
L33	S61°10'52"W	54.00'
L34	N89°51'14"W	341.01'
L35	N33°26'48"W	198.84'
L36	N25°03'05"W	54.00'
L37	N13°35'00"E	350.99'
L38	N21°46'37"E	209.80'
L39	S76°25'00"E	238.39'
L40	S78°17'49"E	69.77'

LINE TABLE		
LINE	BEARING	LENGTH
L41	N82°05'24"E	70.76'
L42	N77°26'35"E	75.00'
L43	N73°26'17"E	75.18'
L44	N77°26'35"E	129.61'
L45	S50°10'13"E	145.68'
L46	S56°37'44"E	77.49'
L47	N25°00'00"E	525.00'
L48	N24°34'37"E	77.07'
L49	N28°18'23"E	82.62'
L50	N28°09'09"E	16.18'
L51	N57°25'26"E	8.00'
L52	N69°30'55"E	54.61'
L53	N65°03'52"E	17.13'
L54	N15°02'37"E	54.00'
L55	N03°15'06"E	71.91'
L56	N00°27'42"E	235.00'
L58	S00°27'42"W	90.00'



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Water & Natural Resources

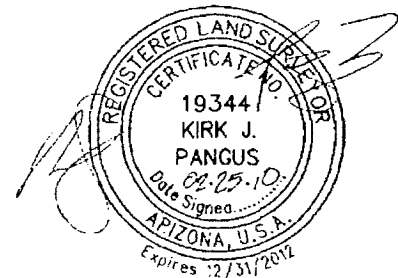
09001678-Sheet 5 of 6

02-24-2010

**PAYMENT 3**  
ADORA TRAILS, GILBERT, ARIZONA



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHD. BEARING	CHORD
C12	430.55'	547.00'	45°05'53"	S66°50'25"W	419.52'
C13	46.34'	29.50'	90°00'00"	N89°17'29"E	41.72'
C14	46.34'	29.50'	90°00'00"	N00°42'31"W	41.72'
C15	140.42'	677.00'	11°53'02"	N50°14'00"E	140.17'
C16	48.92'	29.50'	95°00'21"	S76°19'19"E	43.50'
C17	48.92'	29.50'	95°00'21"	N18°41'03"E	43.50'
C18	283.10'	677.00'	23°57'33"	N78°10'00"E	281.04'
C19	568.05'	577.00'	56°24'26"	S61°39'01"E	545.39'
C20	99.69'	1077.00'	05°18'12"	S30°47'42"E	99.65'
C21	47.93'	29.50'	93°05'31"	S18°24'10"W	42.83'
C22	47.93'	29.50'	93°05'31"	S68°30'19"E	42.83'
C23	668.10'	1077.00'	35°32'34"	S04°11'17"E	657.44'
C24	68.64'	480.00'	08°11'37"	S17°40'49"W	68.58'
C25	27.04'	480.00'	03°13'37"	S23°23'26"W	27.03'
C26	150.68'	435.00'	19°50'48"	S42°29'58"E	149.93'
C27	30.59'	427.00'	04°06'15"	S30°31'27"E	30.58'
C28	48.76'	29.50'	94°42'07"	S17°42'48"W	43.40'
C29	925.33'	1123.00'	47°12'39"	N41°27'32"E	899.38'
C30	44.89'	29.50'	87°11'24"	S61°26'55"W	40.68'
C31	44.89'	29.50'	87°11'24"	S31°21'41"E	40.68'
C32	230.73'	1123.00'	11°46'19"	N06°20'51"E	230.32'



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09001678-Sheet 6 of 6

02-24-2010

**PAYMENT 3**  
ADORA TRAILS, GILBERT, ARIZONA

**EXHIBITS E**  
Constellation Way Improvements

South Constellation 2400 LF  
Half Road

Exhibit E				
ITEM	QUANTITY	UNITS	UNIT COST	BUDGET AMOUNT
<b>GRADING</b>				
GRADING/EXCAVATION	1	LS	25,000	25,000
STATE & COUNTY SALES TAX - 4.095%				1,024
<b>TOTAL</b>				<b>26,024</b>
<b>WATER</b>				
8" PVC C-900 CLASS 150	-	LF	19	-
12" PVC C-900 CLASS 150	2,430	LF	25	60,750
12" VB&C	5	EA	2,900	14,500
12" TAPPING SLEEVE	1	EA	6,000	6,000
BLOW OFFS	2	EA	1,000	2,000
FIRE HYDRANTS	4	EA	3,000	12,000
STATE & COUNTY SALES TAX - 4.095%				3,900
<b>TOTAL</b>				<b>99,150</b>
<b>IRRIGATION/RECLAIMED WATER</b>				
15" PIP	-	LF	25	-
12" PIP	-	LF	21	-
15" DIP	-	LF	41	-
15" VBC	-	EA	2,500	-
12" PVC WATER LINE	-	LF	28	-
15" PVC LAKE FILL LINE	-	LF	32	-
STATE & COUNTY SALES TAX - 4.095%				-
<b>TOTAL</b>				<b>-</b>
<b>STORM DRAIN</b>				
INCLUDED IN PARCELS				-
STATE & COUNTY SALES TAX - 4.095%				-
<b>TOTAL</b>				<b>-</b>
<b>DRY UTILITIES</b>				
JOINT TRENCH/CONDUIT	2,430	LF	20	48,600
CONVERSION	2,430	LF	105	255,150
STATE & COUNTY SALES TAX - 4.095%				10,448
<b>TOTAL</b>				<b>314,198</b>
<b>STREET LIGHTS</b>				
250 WATT	14	EA	2,500	35,000
STATE & COUNTY SALES TAX - 4.095%				1,433
<b>TOTAL</b>				<b>36,433</b>
<b>CONCRETE</b>				
6" VERT CURB & GUTTER	2,430	LF	7.50	18,225
6" SINGLE CURB	-	LF	6.00	-
4 "ROLL CURB	-	LF	7	-
6' SIDEWALK	14,580	SF	1.80	26,244
VALLEY GUTTER/APRONS	1,000	SF	6	6,000
SCUPPER	-	EA	3,300	-
CATCH BASIN	3	EA	2,300	6,900
RAMPS W/ NEW METAL DOME SPEC	1	EA	1,000	1,000
OTHER CONCRETE/R&R/FINAL WALK PUNCH	1	LS	15,000	15,000
STATE & COUNTY SALES TAX - 4.095%				3,004
<b>TOTAL</b>				<b>76,373</b>
<b>PAVING</b>				

South Constellation 2400 LF  
Half Road

2.5 on 12	6,075	SY	15.50	94,163
THICKENED EDGE	-	LF	4	-
CONCRETE PAVERS	-	SY	21	-
ADJUSTMENTS WATER	5	EA	360	1,800
ADJUSTMENTS SEWER	-	EA	380	-
MONUMENTS	3	EA	400	1,200
HYDRANT MARKERS	5	EA	20	100
SIGNS	20	EA	125	2,500
SIGN POSTS	20	EA	150	3,000
STRIPING	1	LS	10,000	10,000
STATE & COUNTY SALES TAX - 4.095%				4,618
TOTAL				<b>117,380</b>

**LANDSCAPING**

TREES/PLANTS/DG/TURF/IRRIGATION ON INF	36,450	LS	2.00	72,900
TOTAL				<b>72,900</b>

<b>SUBTOTAL</b>				<b>742,459</b>
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**PERMITS & FEES**

PERMITS @ 3%	1	LS	22,274	22,274
TOTAL				<b>22,274</b>

**MISCELLANEOUS DEVELOPMENT COSTS**

DEMOLITION/SALVAGE	1	LS	-	-
DUST CONTROL PERMITS/SWPPP PERMITS	1	LS	2,500	2,500
SECURITY	1	LS	-	-
UTILITY BILLS: WATER & POWER	1	LS	-	-
STREET SWEEPING	1	LS	2,500	2,500
HURRICANE PUMP/CONSTRUCTION WATER	1	LS	10,000	10,000
TEMPORARY FENCE	1	LS	-	-
REPROGRAPHICS	1	LS	5,000	5,000
TOTAL				<b>20,000</b>

**MATERIALS TESTING/EOR**

TESTING/OBSERVATION/EOR	2,430	LF	5	12,150
TOTAL				<b>12,150</b>

**CONSTRUCTION STAKING/SURVEY**

SURVEY/AS-BUILTS	2,430	LF	10	24,300
TOTAL				<b>24,300</b>

**ENGINEERING/PLANNING**

CIVIL/STRUCTURAL/LA	1	LS	25,000	25,000
TOTAL				<b>25,000</b>

**CONTINGENCY @ 5%**

	1	LS	42,309	<b>42,309</b>
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<b>TOTAL</b>				<b>888,492</b>
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When recorded mail to:

Town of Gilbert  
Town Clerk  
50 E. Civic Center Drive  
Gilbert, Arizona 85296

**PARTIAL RELEASE OF  
DEVELOPMENT REIMBURSEMENT AGREEMENT  
(RELEASE OF LIEN)**

Pursuant to the Development Reimbursement Agreement, recorded on April 8, 2010, in the Office of the Maricopa County Recorder, Record Number 2010-0293869 ("Agreement"), ATPD, LLC, an Arizona limited liability company ("Owner") is obligated to reimburse the Town of Gilbert, Arizona, ("Gilbert") the cost of construction of off-site improvements in three payments. Gilbert hereby acknowledges that Owner has paid the second payment to Gilbert in the amount of \$1,010,387.00 for Parcels 2A through 8, as legally described on Exhibit 1, attached hereto and made a part hereof.

Gilbert therefore declares that, the first payment having been fully satisfied pursuant to the Agreement, the lien against the real property described in Exhibit 1 is hereby extinguished and released.

The other provisions of the Agreement shall remain in full force and effect until full payment is made and a full release is recorded.

DATED this 11<sup>th</sup> day of October, 2011.

TOWN OF GILBERT, ARIZONA


By: Cindi Mattheisen  
Cindi Mattheisen, Financial Services Manager  
Town of Gilbert  
Authorized Agent for the Town of Gilbert, Arizona

STATE OF ARIZONA )

) ss

County of Maricopa )

This instrument was acknowledged before me this 11<sup>th</sup> day  
of October, 2011, by Cindi Mattheisen, ~~Financial Services Manager~~. In  
witness whereof, I hereunto set my hand and official seal: Finance Director

  
Notary Public

My Commission Expires: 4/12/2015



## EXHIBIT 1

### LEGAL DESCRIPTION

#### Payment # 2

A portion of the west half of Section 34 and the south half of Section 33, Township 2 South, Range 6 East, Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

**COMMENCING** at the center of said Section 34, from which the north quarter corner thereof bears North 00°36'38" West, a distance of 2662.07 feet;

Thence North 89°42'50" West, a distance of 40.01' to the **POINT OF BEGINNING**;

Thence along a line that is 40.00 feet west of and parallel with the east line the southwest quarter of said Section 34, South 00°36'14" East, a distance of 2,406.49 feet;

Thence leaving said parallel line, North 89°51'48" West, a distance of 470.06 feet;

Thence South 00°36'28" East, a distance of 185.02 feet;

Thence along a line that is 65.00 feet north of and parallel with the south line of the southwest quarter of said Section 34, North 89°51'58" West, a distance of 2,122.63 feet;

Thence along a line that is 65.00 feet north of and parallel with the south line of the southeast quarter of said Section 33, North 89°48'07" West, a distance of 2640.47 feet;

Thence along a line that is 65.00 feet north of and parallel with the south line of the southwest quarter of said Section 33, North 89°52'16" West, a distance of 983.99 feet;

Thence leaving said parallel line, North 21°13'04" East, a distance of 1,353.85 feet to the east line of the Maricopa County Flood Control District right of way as recorded in Document no. 88-085571;

Thence along said easterly right of way line, North 33°00'12" East, a distance of 124.48 feet;

Thence leaving said right of way line, South 56°59'48" East, a distance of 30.00 feet;

Thence North 88°57'33" East, a distance of 115.00 feet to the westerly line of Mountainwood Parcel D as recorded in Book 887, Page 32, Maricopa County records;

Thence along said westerly line, South 01°02'27" East, a distance of 115.92 feet to the southwest corner of said Parcel D;

Thence along the southerly line of said Parcel D, North 89°49'09" East, a distance of 50.01 feet;

Thence continuing along said southerly line, North 01°02'27" West, a distance of 35.19 feet;

Thence leaving said southerly line, South 89°52'26" East, a distance of 10.00 feet;

Thence continuing along said southerly line, South 89°52'26" East, a distance of 864.87 feet;

Thence leaving said southerly line and Parcel D boundary, South 38°44'34" East, a distance of 37.30 feet;

Thence North 86°59'49" East, a distance of 374.90 feet;

Thence North 31°15'01" East, a distance of 26.86 feet;

Thence North 26°51'58" East, a distance of 28.41 feet;

Thence North 62°18'08" East, a distance of 39.44 feet to the southerly line of Mountainwood Parcel F as recorded is Book 887, Page 24, Maricopa County records;

Thence along said southerly line of Parcel F, North 80°01'11" East, a distance of 64.61 feet;

Thence continuing along last said southerly line, North 74°45'34" East, a distance of 64.64 feet;

Thence continuing along last said southerly line, North 67°32'34" East, a distance of 501.32 feet;

Thence continuing along last said southerly line, North 70°22'57" East, a distance of 111.70 feet;

Thence continuing along last said southerly line to the southwest corner of Parcel F, North 66°41'57" East, a distance of 55.00 feet;

Thence along the easterly line of said parcel, North 23°18'03" West, a distance of 109.49 feet;

Thence continuing along last said easterly line, North 64°56'55" East, a distance of 37.18 feet;

Thence leaving said easterly line, North 25°03'05" West, a distance of 8.50 feet;

Thence North 64°56'55" East, a distance of 21.35 feet to the beginning of a curve concave having a radius of 29.50 feet and a central angle of 87°11'35";

Thence easterly along said curve, a distance of 44.89 feet to a point of reverse curve concave southerly having a radius of 1,123.00 feet and a central angle of 05°35'18";

Thence southeasterly along said curve, a distance of 109.53 feet;

Thence South 33°26'48" East, a distance of 198.84 feet to the beginning of a curve concave northeasterly having a radius of 623.00 feet and a central angle of 33°48'38";



Thence southeasterly along said curve, a distance of 367.64 feet to a reverse curve concave southwesterly having a radius of 29.50 feet and a central angle of 85°01'57";

Thence southeasterly along said curve, a distance of 43.78 feet;

Thence South 72°13'28" East, a distance of 54.00 feet to a non tangent curve concave southeasterly, the center of which bears South 72°13'28" East, having a radius of 29.50 feet;

Thence northeasterly along said curve, through a central angle of 85°01'57", a distance of 43.78 feet to a reverse curve concave northerly having a radius of 623.00 feet and a central angle of 12°39'43";

Thence easterly along said curve, a distance of 137.68 feet;

Thence South 89°51'14" East, a distance of 341.01 feet to the beginning of a curve concave northwesterly having a radius of 723.00 feet and a central angle of 24°39'32";

Thence easterly along said curve, a distance of 311.17 feet to a reverse curve concave southwesterly having a radius of 29.50 feet and a central angle of 85°41'39";

Thence easterly along said curve, a distance of 44.12 feet;

Thence North 61°10'52" East, a distance of 54.00 feet to a non tangent curve concave southeasterly, the center of which bears North 61°10'52" East, having a radius of 29.50 feet;

Thence northerly along said curve, through a central angle of 85°41'38", a distance of 44.12 feet to a point of reverse curve concave northwesterly having a radius of 723.00 feet and a central angle of 12°35'01";

Thence northeasterly along said curve, a distance of 158.79 feet;

Thence North 44°17'29" East, a distance of 1,342.70 feet to the beginning of a curve concave southerly having a radius of 29.50 feet and a central angle of 90°00'00";

Thence easterly along said curve, a distance of 46.34 feet;

thence North 44°17'29" East, a distance of 54.00 feet to the point of curve of a non tangent curve concave easterly, the center of which bears North 44°17'29" East, having a radius of 29.50 feet;

Thence northerly along said curve, through a central angle of 90°00'00", a distance of 46.34 feet;

Thence North 44°17'29" East, a distance of 293.72 feet;

Thence North 48°06'19" East, a distance of 60.13 feet to a non tangent curve concave southeasterly, the center of which bears South 45°42'31" East, having a radius of 493.00 feet;

Thence northeasterly along said curve, through a central angle of 45°05'53", a distance of 388.05 feet;

Thence North 89°23'22" East, a distance of 135.44 feet;

Thence South 45°36'38" East, a distance of 28.28 feet;

Thence South 00°36'38" East, a distance of 22.38 feet;

Thence North 89°42'50" West, a distance of 190.03 feet;

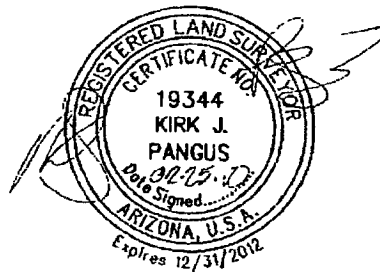
Thence South 00°36'38" East, a distance of 230.03 feet;

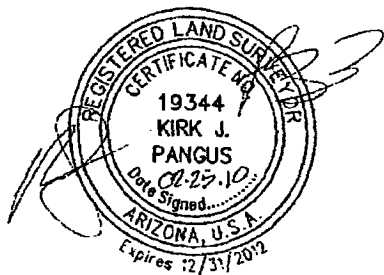
Thence South 89°42'50" East, a distance of 190.03 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 9,460,699 square feet or 217.1878 acres, more or less and is subject to any easements, restrictions, or rights of way of record or otherwise.

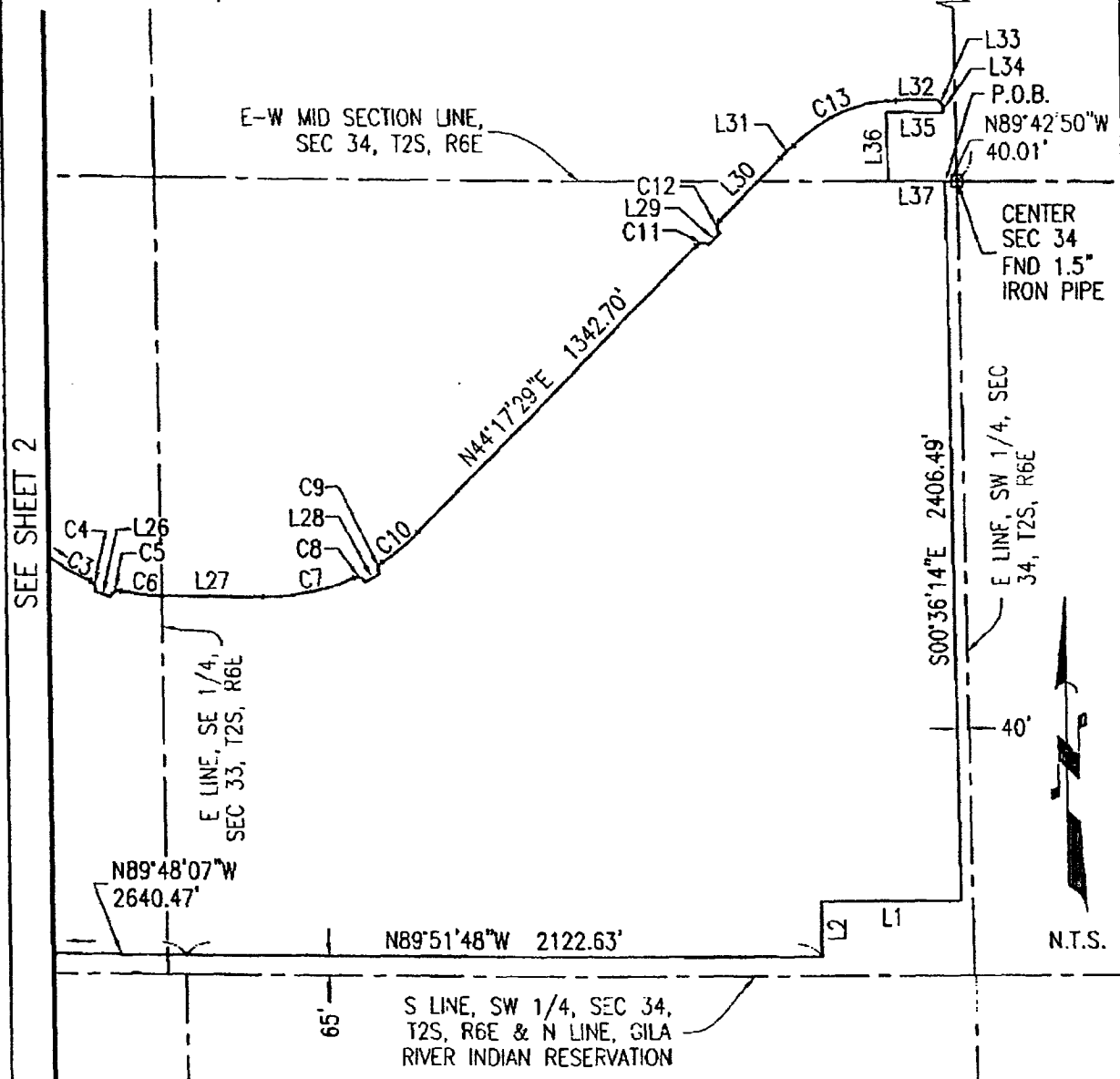
The description shown hereon is not to be used to violate and subdivision regulation of the State, County and/or Municipality or any other land division restrictions.

Prepared by: Atwell, LLC  
4700 E. Southern Avenue  
Mesa, Arizona 85206  
Project No. 09001678  
February 2010





N 1/4 COR SEC 34  
FND 3" MCDOT BCHH  
STAMPED "LS 26411  
T2S R6E 34"



SEE SHEET 2



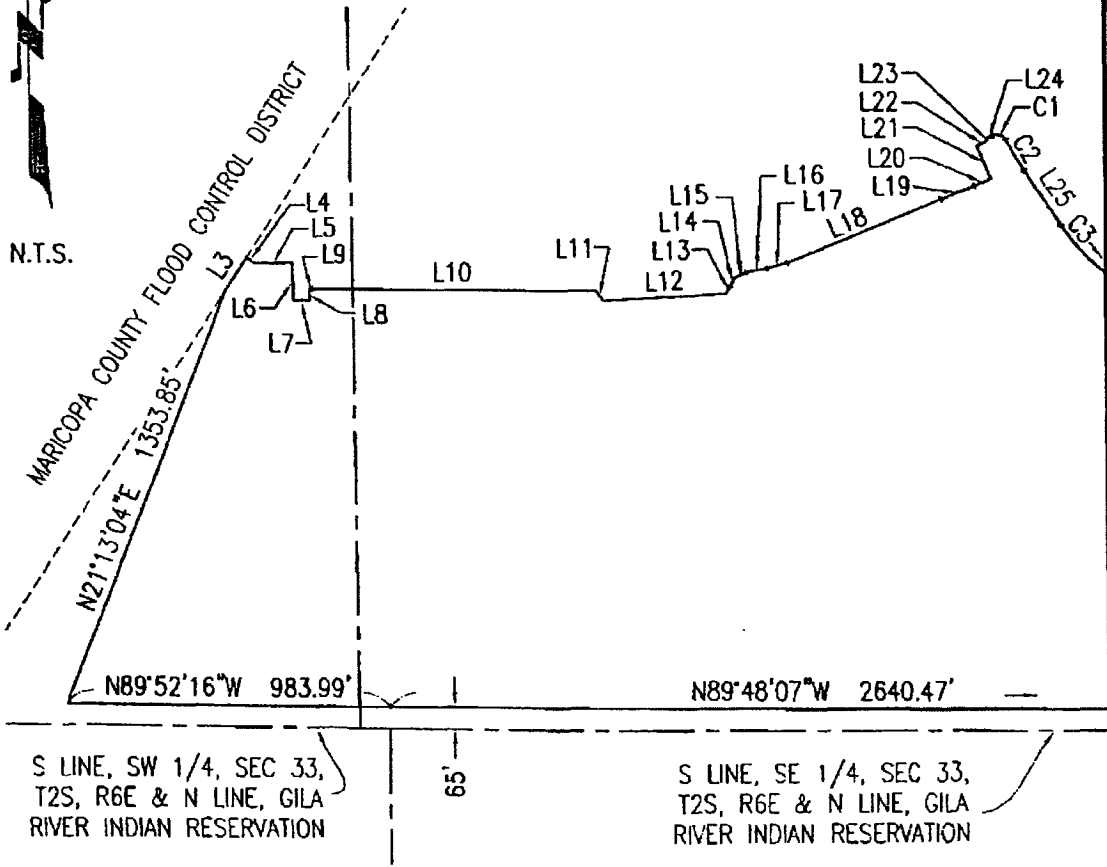
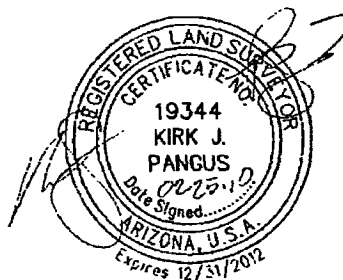
Land Development & Real Estate  
Power & Energy  
Telecommunications  
Infrastructure & Transportation  
Environmental & Solid Waste  
Water & Natural Resources

09001678-Sheet 1 of 3

02-24-2010

**PAYMENT 2**  
ADORA TRAILS, GILBERT, ARIZONA

# EXHIBIT B



SEE SHEET 1



**ATWELL**  
 866.828.4300 | www.atwell-group.com  
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09001678-Sheet 2 of 3

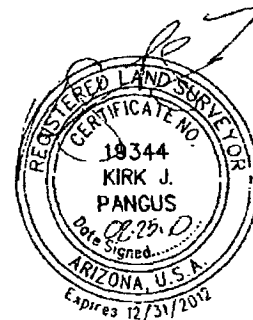
02-24-2010

**PAYMENT 2**  
 ADORA TRAILS, GILBERT, ARIZONA

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°51'48"W	470.06'
L2	S00°36'28"E	185.02'
L3	N33°00'12"E	124.48'
L4	S56°59'48"E	30.00'
L5	N88°57'33"E	115.00'
L6	S01°02'27"E	115.92'
L7	N89°49'09"E	50.01'
L8	N01°02'27"W	35.19'
L9	S89°52'26"E	10.00'
L10	S89°52'26"E	864.87'
L11	S38°44'34"E	37.30'
L12	N86°59'49"E	374.90'
L13	N31°15'01"E	26.86'
L14	N26°51'58"E	28.41'
L15	N62°18'08"E	39.44'
L16	N80°01'11"E	64.61'
L17	N74°45'34"E	64.64'
L18	N67°32'34"E	501.32'
L19	N70°22'57"E	111.70'

LINE TABLE		
LINE	BEARING	LENGTH
L20	N66°41'57"E	55.00'
L21	N23°18'03"W	109.49'
L22	N64°56'55"E	37.18'
L23	N25°03'05"W	8.50'
L24	N64°56'55"E	21.35'
L25	S33°26'48"E	198.84'
L26	S72°13'28"E	54.00'
L27	S89°51'14"E	341.01'
L28	N61°10'52"E	54.00'
L29	N44°17'29"E	54.00'
L30	N44°17'29"E	293.72'
L31	N48°06'19"E	60.13'
L32	N89°23'22"E	135.44'
L33	S45°36'38"E	28.28'
L34	S00°36'38"E	22.38'
L35	N89°42'50"W	190.03'
L36	S00°36'38"E	230.03'
L37	S89°42'50"E	190.03'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHD. BEARING	CHORD
C1	44.89'	29.50'	87°11'35"	N71°27'18"W	40.68'
C2	109.53'	1123.00'	05°35'18"	S30°39'09"E	109.49'
C3	367.64'	623.00'	33°48'38"	S50°21'07"E	362.32'
C4	43.78'	29.50'	85°01'57"	N24°44'27"W	39.87'
C5	43.78'	29.50'	85°01'57"	S60°17'30"W	39.87'
C6	137.68'	623.00'	12°39'43"	S83°31'23"E	137.40'
C7	311.17'	723.00'	24°39'32"	N77°49'00"E	308.77'
C8	44.12'	29.50'	85°41'39"	N71°39'57"W	40.12'
C9	44.12'	29.50'	85°41'38"	S14°01'41"W	40.12'
C10	158.79'	723.00'	12°35'01"	N50°35'00"E	158.47'
C11	46.34'	29.50'	90°00'00"	S89°17'29"W	41.72'
C12	46.34'	29.50'	90°00'00"	S00°42'31"E	41.72'
C13	388.05'	493.00'	45°05'53"	S66°50'25"W	378.11'



Land Development & Real Estate  
Power & Energy  
Telecommunications  
Infrastructure & Transportation  
Environmental & Solid Waste  
Water & Natural Resources

09001678-Sheet 3 of 3

02-24-2010

**PAYMENT 2**  
ADORA TRAILS, GILBERT, ARIZONA



## Council Communication

**TO:** Honorable Mayor and Councilmembers

**FROM:** Dawn Marie Buckland, Management and Budget Director, 503-6828

**MEETING DATE:** May 14, 2015

**SUBJECT:** Claim Settlements

**STRATEGIC INITIATIVE:** Financial Plan

This meets the strategic initiative for short and long term financial plans by providing transparency and budget authority to address the Town's legal obligations.

### **RECOMMENDED MOTION**

A motion to approve a contingency transfer in the amount of \$132,039 from contingency funds for the claim settlements incurred for the period January 1, 2015 to March 31, 2015.

### **BACKGROUND/DISCUSSION**

During any given fiscal year, the Risk Manager receives and process claims against Gilbert. Once the claims are settled, the Risk Manager determines the department involved and expenses the settlement accordingly. With the uncertainty of these claims, funds are not budgeted in advance for these settlements. Instead, staff will bring forward claim settlements quarterly. The table below shows the impact of claim settlements by fund for the period January 1, 2015 to March 31, 2015:

General Fund	\$ 91,002
Streets	6,906
Water	2,085
Wastewater	-
Enviromental Services - Residential	1,838
Enviromental Services - Commercial	29,165
Fleet Maintenance	1,043
Total	\$ 132,039

### **FINANCIAL IMPACT**

The financial impact of this request is \$132,039. Appropriations to cover these expenses will be transferred from the corresponding fund contingency. Sufficient appropriation exists in the contingency funds to cover this transfer.

The financial impact was reviewed by Laura Lorenzen, Management and Budget Analyst.

### **STAFF RECOMMENDATION**

Staff recommends approval of contingency funds for claim settlements from January 1, 2015 to March 31, 2015.

Respectfully submitted,

Dawn Marie Buckland  
Management and Budget Director

**Approved By**

Dawn Buckland  
Dawn Buckland

**Approval Date**

5/4/2015 9:24 AM  
5/4/2015 9:24 AM





## Council Communication

**TO:** Honorable Mayor and Councilmembers

**FROM:** Kenneth Morgan, Public Works Director, 503-6516

**MEETING DATE:** May 14, 2015

**SUBJECT:** Budget Contingency

**STRATEGIC INITIATIVE:** N/A

N/A

### **RECOMMENDED MOTION**

A motion to approve the use of Environmental Services Commercial contingency in the amount of \$100,000.

### **BACKGROUND/DISCUSSION**

The Environmental Services Division experienced challenges this fiscal-year-to-date (FYTD) in the previously mentioned fund due to unforeseen personnel injuries as well as operational demands.

The Environmental Services Commercial Fund personnel costs are projected to be overspent by approximately \$100,000 from the original budgeted amount. This is attributed to two factors: 1) The Commercial fund is only budgeted for six full-time employees (FTE) and one part-time employee total. The fund had two long-term staff injuries (30 percent of budgeted allocation) this fiscal year that had to be filled by employees from other areas. Operating a seven-day-a-week collection schedule, the section does not possess the spare-ratio to absorb this burden; and 2) Previously, the section utilized staff members from other areas to meet the roll-off service demands that were beyond the capacity of the number of budgeted positions for that activity. This fiscal year, the Division has tracked costs properly and has requested an additional staff position (FY 2016) to meet these demands to maintain service levels.

### **FINANCIAL IMPACT**

Upon approval, the Environmental Services Commercial contingency request of \$100,000 will be transferred to cover unanticipated personnel costs related to injuries and service level.

The financial impact has been reviewed by Cris Parisot, Management and Budget Analyst.

### **STAFF RECOMMENDATION**

Staff recommends approval of motion to approve this request for contingency funding.

Respectfully submitted,

Kenneth Morgan  
Public Works Director

**Approved By**

Kenneth Morgan  
Cris Parisot

**Approval Date**

5/4/2015 10:07 AM  
5/4/2015 11:21 AM



## Council Communication

**TO:** Honorable Mayor and Councilmembers

**FROM:** Brian Border, P.E., Project Coordinator, 480-503-6937

**MEETING DATE:** May 14, 2015

**SUBJECT:** Declare bids for FY2016 improvements in Parkway Improvement Districts Nos. 07-03, 07-04, 07-09 & 07-11, and award contract Nos. 2015-8003-0673, 2015-8003-0674, 2015-8003-0675 and 2015-8003-0676.

**STRATEGIC INITIATIVE:** Community Livability

These projects support Gilbert's Community Livability as they provide aesthetic amenities to the PKID neighborhoods and surrounding areas.

### **RECOMMENDED MOTION**

A motion to reject all bids but the bid of the lowest and best responsible bidder, waive clerical errors, and award contracts for the work as follows:

1. Contract No. 2015-8003-0673 with Somerset Contracting in the amount of \$189,938.10 for work in PK No. 07-03, rejecting the bid alternate in the amount of \$12,189.72, and,
2. Contract No. 2015-8003-0674 with Somerset Contracting in the amount of \$42,023.80 for work in PK No. 07-04 and,
3. Contract No. 2015-8003-0675 with Somerset Contracting in the amount of \$31,281.32 for work in PK No. 07-09 and,
4. Contract No. 2015-8003-0676 with Somerset Contracting in the amount of \$15,435.60 for work in PK No. 07-11 and authorize the Mayor to execute the required documents.

### **BACKGROUND/DISCUSSION**

Gilbert formed nine (9) new Parkway Improvement Districts (PKIDs) in 2007 for purposes of installing new irrigation systems, landscaping, and making other improvements to the retention basin/park areas in residential neighborhoods. Gilbert Town Council has previously approved plans for improvements. The Improvements are intended to be made in phases over the next few years. The Landscape Architect retained by Gilbert, DM Designs, LLC prepared new plans and specifications for the FY2016 work which divides the work into four (4) separate bid packages to provide maximum flexibility to award the scope of work.

In April 2014, a total of four (4) bids were publicly opened for these projects. The lowest responsive and responsible bid results are as follows:

PK NO. 07-03 Somerset Contracting, LLC \$ 189,938.10 (Base Bid)  
 Somerset Contracting, LLC \$ 12,189.72 (Bid Alternate)\*  
 \* (Bid Alternate was rejected as Base Bid plus Bid Alternate was over budget)  
 The project includes complete irrigation system replacement as well as complete replacement of shrub plantings as well as minor sidewalk and concrete work.

PK NO. 07-04 Somerset Contracting, LLC \$ 42,023.80  
 The project includes complete replacement of the irrigation system as well as new shrub plantings.

PK NO. 07-09 Somerset Contracting, LLC \$ 31,281.32  
 The project includes replacement of the turf irrigation system as well as a new concrete header separating turf and decomposed granite.

PK NO. 07-11 Somerset Contracting, LLC \$ 15,435.60  
 The project includes replacement of the existing turf irrigation system.

The following is the remaining schedule for award of contracts:

- May 26<sup>th</sup> & June 2<sup>nd</sup> Notice of Award for FY2016 Improvements published in the Arizona Republic
- May 26<sup>th</sup> – June 10<sup>th</sup> Protest Period for FY2016 Improvements
- June 25<sup>th</sup> Council to report on Protest Period
  - If no written notices of objections are found, contracts are awarded
  - If written notices of objections are found, Council may move to award or reject the contract

The Contracts were reviewed for form by Special Counsel Susan Goodwin.

## **FINANCIAL IMPACT**

Each neighborhood determined the amount they wanted to allocate towards FY2016 improvements during the budget process in the winter of 2014-2015. The cost of these improvements is assessed in the home owner's property tax bill.

The following table shows the budget for each District compared to the low bid amount. Please see attached bid minutes for the complete bid results.

<b>PKID</b>	<b>NAME</b>	<b>CONTRACT #</b>	<b>BUDGET</b>	<b>BID</b>
07-03	Park Village	2015-8003-0673	\$200,500	\$189,938.10
07-04	Spring Meadows	2015-8003-0674	\$61,500	\$42,023.80
07-09	Morning Ridge	2015-8003-0675	\$52,600	\$31,281.32
07-11	Cassia Place	2015-8003-0676	\$38,600	\$15,435.60

Project Accounting Codes: PKID 07-03 Project Acct Code: pk703-0054-0227

PKID 07-04 Project Acct Code: pk704-0054-0227  
PKID 07-09 Project Acct Code: pk709-0054-0227  
PKID 07-11 Project Acct Code: pk711-0054-0227

The budget amount of \$200,500 for the Park Village PKID reflects an increase over the preliminary “Grounds Improvements” budget amount of \$180,200 shown on the preliminary Park Village budget adopted at the 4/30/2015 Council meeting. This increase will be reflected in the final PKID budget adoption scheduled to be on the 6/4/2015 Council agenda. The increased project cost was the result of many Park Village residents asking for the removal of an unused sand volleyball pit to be converted to turf grass as part of this project.

In addition, based on the bids received, the improvement budgets for Spring Meadows, Morning Ridge, and Cassia Place will be reduced for the final PKID budget adoption on 6/4/2015.

All PKID residents will be notified of the new assessments via mailed letter to each property owner. Council will receive a report on any objections to proposed PKID improvements and contracts before final contract award which is currently scheduled for the 6/25/2015 Council meeting.

The financial impact was reviewed by Laura Lorenzen, Management and Budget Analyst.

#### **STAFF RECOMMENDATION**

Staff recommends that the Council publicly declare all the bids for the PKID FY2016 improvements complete, and award contracts to the lowest responsible and responsive bidders.

Respectfully submitted,

Brian Border, P.E.  
Project Coordinator

Attachments and Enclosures: Bid Minutes

**Approved By**

Eliana Hayes  
Kenneth Morgan  
Laura Lorenzen

**Approval Date**

4/28/2015 8:30 AM  
5/5/2015 9:34 AM  
5/5/2015 5:00 PM



## Town of Gilbert Request for Bids

<b>Project Name:</b>	Park Village FY16 Landscape Improvements
<b>Date/Time:</b>	4/21/2015 3:00 pm
<b>Contract No.</b>	2015-8003-0673
<b>Project No.</b>	PKID

No.	Name of Company	Base Bid	Alternate Bid
1.	Somerset Contracting LLC	\$189,938.10	\$12,189.72
2.			
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4.			
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6.			
7.			
8.			
9.			
10.			
11.			
12.			

  
Diane Shannon - Purchasing Department

 4/22/15  
Brian Border – Engineering Department

These are preliminary results only; these are subject to review for compliance to specifications and mathematical errors which may change the apparent lowest responsible bidder.






## Town of Gilbert Request for Bids

<b>Project Name:</b>	Spring Meadows FY16 Landscape Improvements
<b>Date/Time:</b>	4/21/2015 3:00 pm
<b>Contract No.</b>	2015-8003-0674
<b>Project No.</b>	PKID

No.	Name of Company	Base Bid
1.	Somerset Contracting LLC	\$42,023.80
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3.		
4.		
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7.		
8.		
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11.		
12.		

  
Diane Shannon - Purchasing Department

 4/22/15  
Brian Border – Engineering Department

These are preliminary results only; these are subject to review for compliance to specifications and mathematical errors which may change the apparent lowest responsible bidder.




## Town of Gilbert Request for Bids

<b>Project Name:</b>	Morning Ridge FY16 Landscape Improvements
<b>Date/Time:</b>	4/21/2015 3:00 pm
<b>Contract No.</b>	2015-8003-0675
<b>Project No.</b>	PKID

No.	Name of Company	Base Bid
1.	Somerset Contracting LLC	\$31,281.32
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

  
Diane Shannon - Purchasing Department

 4/22/15  
Brian Border – Engineering Department

These are preliminary results only; these are subject to review for compliance to specifications and mathematical errors which may change the apparent lowest responsible bidder.



## Town of Gilbert Request for Bids

<b>Project Name:</b>	Cassia Place FY16 Landscape Improvements
<b>Date/Time:</b>	4/21/2015 3:00 pm
<b>Contract No.</b>	2015-8003-0676
<b>Project No.</b>	PKID

No.	Name of Company	Base Bid
1.	Somerset Contracting LLC	\$15,435.60
2.		
3.		
4.		
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8.		
9.		
10.		
11.		
12.		

  
Diane Shannon - Purchasing Department

 4/22/15  
Brian Border – Engineering Department

These are preliminary results only; these are subject to review for compliance to specifications and mathematical errors which may change the apparent lowest responsible bidder.



## Council Communication

**TO:** Honorable Mayor and Councilmembers  
**FROM:** Leland Frische, Risk Manager, 503-6934  
**MEETING DATE:** May 14, 2015  
**SUBJECT:** Public Entity Insurance for FY 2015-16

**STRATEGIC INITIATIVE:** Financial Plan

This recommendation directly supports the Council's strategic initiatives for a rolling five-year balanced financial plan by limiting the financial risk through the purchase of operating insurance.

### **RECOMMENDED MOTION**

A motion to approve the purchase of the FY 2015-16 public entity insurance policies with Travelers Insurance Company and authorize the execution of necessary documents.

### **BACKGROUND/DISCUSSION**

Gilbert maintains operating insurance (also known as public entity insurance) coverage for property, vehicles, equipment and liability as well as environmental, fiduciary and crime which is standard for public entities. Gilbert's operating insurance for FY 2014-15 was provided by Travelers Insurance Company.

This year Risk Management instructed Willis of Arizona, Inc., Gilbert's insurance broker, to get additional quotes from other insurance carriers. Ten insurance carriers were contacted and five declined to provide quotes. The remaining five could not match the pricing of our current carrier. After careful consideration, Willis of Arizona, Inc., has indicated that Travelers Insurance Company continues to be the best value for Gilbert for FY 2015-16 given Gilbert's current insurance needs. Travelers Insurance Company is financially sound and has a strong rating; Travelers maintains an A.M. Best rating of A++.

## **FINANCIAL IMPACT**

For FY 2014-15, the total premium paid was \$1,307,266. The proposed premium for FY 2015-16 is \$1,128,299, a decrease of approximately 13.7% which equates to \$178,967. The proposed premium has been included in the preliminary FY 2015-16 budget to be considered by the Town Council. There are no increases in self-insured retentions under the proposed policies.

Premium Costs, FY2011-12 through FY2015-16:

<b>Fiscal Year</b>	<b>Premium Amount</b>	<b>Change from Previous Year's Policy</b>
2015-16	\$1,128,299	-13.7%
2014-15	\$1,307,266	+1.0%
2013-14	\$1,294,955	+3.7%
2012-13	\$1,247,562	+4.0%
2011-12	\$1,199,562	-3.8%

The financial impact was reviewed by Laura Lorenzen, Management and Budget Analyst.

## **STAFF RECOMMENDATION**

Staff recommends the approval of the purchase of public entity insurance policies with Travelers Insurance Company for FY 2015-16 and authorize staff to execute the necessary documents.

Respectfully submitted,

Leland Frische  
Risk Manager

**Approved By**

Carrie Bosley

**Approval Date**

5/4/2015 10:45 AM



## Council Communication

**TO:** Honorable Mayor and Councilmembers  
**FROM:** Leland Frische, Risk Manager, 503-6934  
**MEETING DATE:** May 14, 2015  
**SUBJECT:** Workers Compensation Insurance FY2015-16

**STRATEGIC INITIATIVE:** Financial Plan

This recommendation directly supports the strategic initiative for a balanced financial plan by providing required workers' compensation insurance for employees at a known cost for the fiscal year.

### **RECOMMENDED MOTION**

A motion to approve the purchase of the FY2015-16 Workers' Compensation Insurance Policy with Travelers Insurance Company and authorize the execution of necessary documents.

### **BACKGROUND/DISCUSSION**

Arizona Revised Statutes require Gilbert to provide workers' compensation insurance for employees. Gilbert maintains workers' compensation insurance coverage through a traditional insurance program.

Staff asked Willis of Arizona, Gilbert's insurance broker, to request proposals and qualifications for FY2010-11 from workers' compensation carriers who operate in Arizona to ensure that Gilbert is getting the best possible value. Travelers Insurance Company was selected as Gilbert's workers' compensation insurance carrier for FY2010-11 and the policy was renewed for FY2011-12, FY2012-13, FY2013-14 and FY2014-15. Willis of Arizona has been able to secure continuing coverage for FY2015-16 with Travelers Insurance Company. Travelers Insurance Company remains financially sound and maintains an A.M. Best rating of A+. To assure that the Town had the best available workers' compensation premium for FY2015-16, we directed Willis to obtain a quotation from Copperpoint (formerly SCF) for the Towns' workers' compensation coverage, but they declined to quote, saying they could not be competitive at this time.

## **COST**

Workers' compensation insurance policies are issued on an annual basis, and policy premiums vary from year to year due to several factors including gross payroll, frequency and severity of claims (as reflected in the E-Mod factor), loss ratios, increases to statutory benefits and deviations offered by the insurance carrier.

Premium costs, FY2011-12 through FY2015-16 are as follows:

<b>Fiscal Year</b>	<b>E-Mod Factor</b>	<b>Premium Amount</b>	<b>Change from Previous Year's Policy</b>
2015-16	1.29	\$2,286,690	+26.32%
2014-15	0.98	\$1,810,284	+8.80%
2013-14	0.97	\$1,664,438	+56.00%
2012-13	0.94	\$1,067,300	+ 0.05%
2011-12	0.95	\$1,066,729	+8.70%

Travelers' quote of \$2,286,690 is the premium that has been calculated for FY2015-16 given Gilbert's current loss ratios, E-Mod factor, and estimated gross payroll. This represents an increase of \$476,406, or approximately 26.32%, from the previous policy year.

## **FINANCIAL IMPACT**

Travelers' proposal is \$2,286,690 charged to cost centers throughout the Town of Gilbert, of which 67% are in the General Fund. The proposed premium has been included in the preliminary FY2015-16 budget to be considered by the Town Council.

The proposed policy will increase premium costs by \$476,406, including an addition of approximately \$319,192 to the General Fund in FY2015-16.

The financial impact was reviewed by Laura Lorenzen, Management and Budget Analyst.

## **STAFF RECOMMENDATION**

Staff recommends approval of the purchase of the FY2015-16 workers' compensation insurance policy with Travelers Insurance Company and authorization for staff to execute the necessary documents.

Respectfully submitted,

Leland Frische  
Risk Manager



**Approved By**

Carrie Bosley

**Approval Date**

5/4/2015 10:54 AM



## Council Communication

**TO:** Honorable Mayor and Councilmembers

**FROM:** Tom Condit, PE, Development Engineer, 503-6815

**MEETING DATE:** May 14, 2015

**SUBJECT:** SP1434: Approval of the "Final Plat of Commerce Property", located at the northeast corner of the Union Pacific Railroad spur line and the Western Canal.

<p><b>STRATEGIC INITIATIVE:</b> N/A</p>
---

### **RECOMMENDED MOTION**

A motion to approve the "Final Plat of Commerce Property", located at the northeast corner of the Union Pacific Railroad spur line and the Western Canal.

### **BACKGROUND/DISCUSSION**

The *Final Plat of Commerce Property* includes Maricopa County Parcels 302-22-003J and 302-22-003D, which are combined and split into two lots with different dimensions (Parcel 1, approximately 3.66 acres; and Parcel 2, approximately 2.75 acres). This Final Plat is being processed at the request of the owners, with no formal development plan or proposal at this time.

### **FINANCIAL IMPACT**

There is no direct financial impact on the Town associated with this final plat approval. The financial impact was reviewed by Cris Parisot in the Office of Management and Budget.

### **STAFF RECOMMENDATION**

Staff recommends approval of this Final Plat.  
Respectfully submitted,

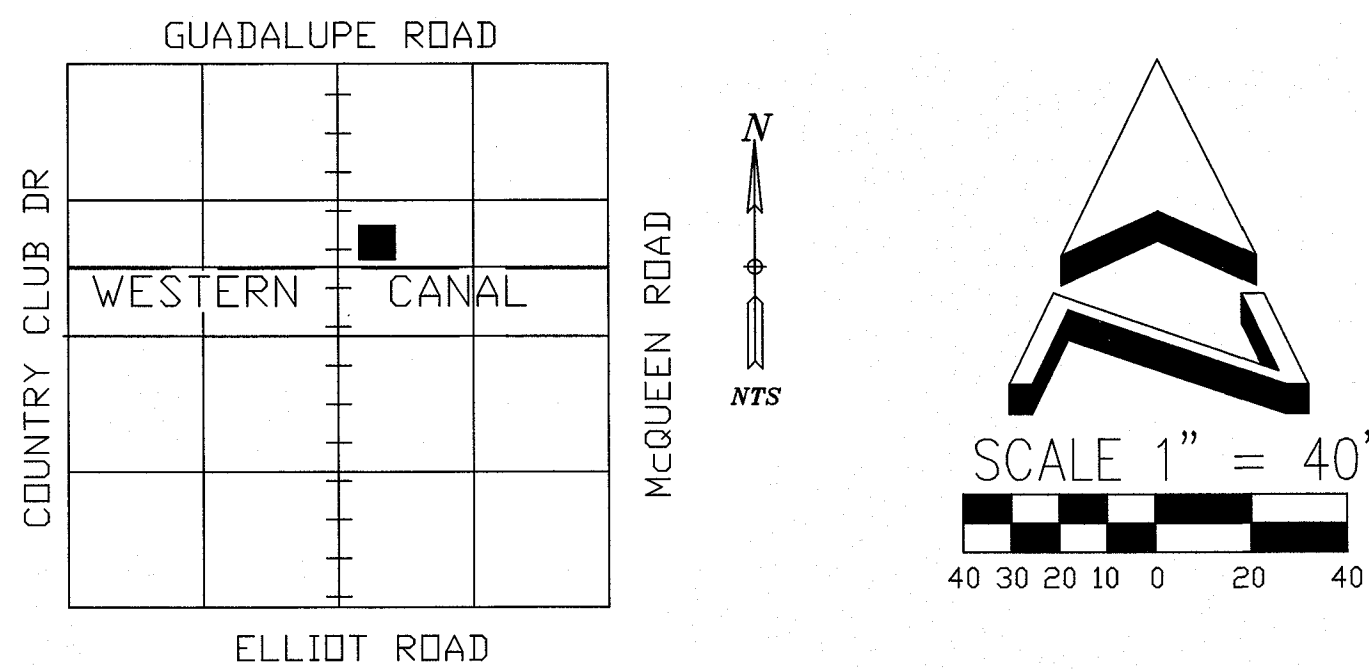
Tom Condit, PE  
Development Engineer

**Approved By**

Kenneth Morgan

**Approval Date**

5/5/2015 9:37 AM



FINAL PLAT OF

# COMMERCE PROPERTY

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 10,  
TOWNSHIP 1 SOUTH, RANGE 5 EAST OF THE G.&S.R.B.&M.,  
MARICOPA COUNTY, ARIZONA

### REFERENCE DOCUMENTS

1. QUITCLAIM DEED - 2013-0781837, M.C.R.
2. BOOK 340 OF MAPS, PAGE 19, M.C.R.
3. BOOK 179 OF MAPS, PAGE 11, M.C.R.

### BASIS OF BEARINGS

NORTH-SOUTH MID-SECTION  
LINE BEARS NORTH 01°19'39"  
WEST AS SHOWN HEREON.

### OWNER

DEMOMAN HOLDINGS, LLC  
1955 W. COMMERCE AVE.  
GILBERT, AZ 85233  
DAVID BENSEN  
602-980-3315

### GENERAL NOTES:

1. CONSTRUCTION WITHIN PUBLIC EASEMENTS, EXCEPT BY PUBLIC AGENCIES AND UTILITY COMPANIES, SHALL BE LIMITED TO UTILITIES AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING, UNLESS APPROVED BY THE TOWN OF GILBERT.
2. ALL UTILITIES SHALL BE CONSTRUCTED UNDERGROUND
3. ELECTRIC LINES TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY ARIZONA CORPORATION COMMISSION.
4. ALL COMMUNICATION LINES TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY ARIZONA CORPORATION COMMISSION.
5. A PROPERTY OWNERS ASSOCIATION SHALL MAINTAIN PRIVATE UTILITIES, PRIVATE FACILITIES, COMMON AREA LANDSCAPING AND LANDSCAPING IN THE RIGHT-OF-WAY ADJACENT TO THE PROJECT. THE TOWN OF GILBERT IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE OF SUCH AREAS.
6. NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS DEVELOPMENT WITHOUT WRITTEN AUTHORIZATION OF THE TOWN OF GILBERT.
7. ALL RETENTION BASINS MUST DRAIN ANY STORM EVENT UP TO AND INCLUDING THE 50-YEAR 24 HOUR STORM WITHIN 36 HOURS. OWNER(S) OF ANY EXISTING BASIN FAILING TO MEET THIS REQUIREMENT MUST TAKE CORRECTIVE ACTION TO BRING THE BASIN INTO COMPLIANCE.
8. ALL DRYWELLS SHOWN ON THIS PROJECT SHALL BE MAINTAINED BY THE OWNER(S) AND ARE TO BE REPLACED BY THE OWNER(S) WHEN THEY CEASE TO DRAIN THE SURFACE WATER IN A 36 HOUR PERIOD. REGULAR MAINTENANCE OF THE DRYWELL SILTING CHAMBER IS REQUIRED TO ACHIEVE THE BEST OPERATION OF THE DRYWELL.

### LEGAL DESCRIPTION

#### PARCEL 1

A PORTION OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 10; THENCE NORTH 88°41'20" EAST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 60.00 FEET; THENCE NORTH 01°19'39" WEST, ALONG THE EAST LINE OF THE WEST 60 FEET OF THE NORTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 43.24 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE WESTERN CANAL AS DEFINED BY BOOK 179 OF MAPS, PAGE 11, RECORDS OF MARICOPA COUNTY AND THE POINT OF BEGINNING.

THENCE NORTH 01°19'39" WEST, ALONG SAID EAST LINE, A DISTANCE OF 453.76 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 497 FEET OF SAID SECTION 10; THENCE NORTH 88°41'20" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 352.61 FEET TO THE SOUTH RIGHT-OF-WAY OF COMMERCE AVENUE AND THE BEGINNING OF A 55.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, A RADIAL TO SAID BEGINNING BEARS SOUTH 88°41'20" WEST; THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 45°24'29" AN ARC DISTANCE OF 43.59 FEET; THENCE NON-TANGENT TO SAID CURVE AND DEPARTING SAID SOUTH RIGHT-OF-WAY, SOUTH 43°18'10" WEST A DISTANCE OF 25.88 FEET; THENCE SOUTH 00°56'21" EAST A DISTANCE OF 397.25 FEET, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID WESTERN CANAL; THENCE SOUTH 88°51'57" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 348.12 FEET TO THE POINT OF BEGINNING.

#### PARCEL 2

A PORTION OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 10; THENCE NORTH 88°41'20" EAST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 407.83 FEET; THENCE NORTH 00°56'21" WEST A DISTANCE OF 42.16 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE WESTERN CANAL AS DEFINED BY BOOK 179 OF MAPS, PAGE 11, RECORDS OF MARICOPA COUNTY, AND THE POINT OF BEGINNING.

THENCE NORTH 00°56'21" WEST A DISTANCE OF 397.25 FEET; THENCE NORTH 43°18'10" EAST A DISTANCE OF 25.88 FEET TO THE SOUTH RIGHT-OF-WAY OF COMMERCE AVENUE SAID POINT BEING ON A 55.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTH, A RADIAL TO SAID BEGINNING BEARS SOUTH 43°16'31" WEST; THENCE EASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 87°56'08" AN ARC DISTANCE OF 84.41 FEET, TO THE BEGINNING OF A 55.00 FOOT RADIUS REVERSE CURVE, CONCAVE TO THE SOUTHEAST, A RADIAL TO SAID BEGINNING BEARS NORTH 44°39'10" WEST; THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 43°20'30" AN ARC DISTANCE OF 41.61 FEET; THENCE TANGENT TO SAID CURVE, NORTH 89°41'20" EAST A DISTANCE OF 151.00 FEET TO A POINT ON THE WEST LINE OF THE EAST 635 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 10; THENCE SOUTH 01°20'30" EAST, DEPARTING SAID SOUTH RIGHT-OF-WAY AND ALONG SAID EAST LINE, A DISTANCE OF 430.72 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF SAID WESTERN CANAL; THENCE SOUTH 88°51'57" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 286.10 FEET TO THE POINT OF BEGINNING.

### LEGEND

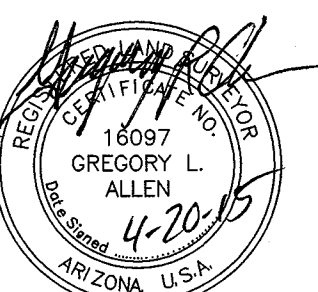
- SET 1/2" REBAR LS#16097
- BRASS CAP
- ▲ FOUND 1/2" REBAR
- BCHH BRASS CAP IN HANDHOLE (N.A.) NOT ACCEPTED
- M.C.R. MARICOPA COUNTY RECORDER
- PUE PUBLIC UTILITY EASEMENT
- R/W RIGHT OF WAY
- DKT. DOCKET
- PG. PAGE
- DOC. DOCUMENT

### CERTIFICATION:

I, GREGORY L. ALLEN, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS FINAL PLAT, CONSISTING OF 1 SHEET, CORRECTLY REPRESENTS A SURVEY DONE UNDER MY SUPERVISION DURING THE MONTH OF APRIL, 2015; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN OR WILL BE SET; THAT THEIR POSITIONS ARE CORRECT AND ACCURATE AS SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

GREGORY L. ALLEN  
LS #16097

4-20-15  
DATE



EXPIRES 03-31-17

### FLOOD NOTE:

BY GRAPHIC PLOTTING ONLY, A PORTION OF PARCEL 1 IS IN ZONE AH ACCORDING TO PANEL NO. 04013C2730L OF THE FLOOD INSURANCE RATE MAP, COMMUNITY 040044, WHICH BEARS AN EFFECTIVE DATE OF 10/16/2013.

A PORTION OF PARCEL 2 IS IN ZONE AH AND A PORTION OF PARCEL 2 IS IN ZONE X ACCORDING TO PANEL NO. 04013C2730L OF THE FLOOD INSURANCE RATE MAP, COMMUNITY 040044, WHICH BEARS AN EFFECTIVE DATE OF 10/16/2013.

### APPROVALS

APPROVED BY THE TOWN COUNCIL OF THE TOWN OF GILBERT, ARIZONA THIS \_\_\_\_ DAY OF \_\_\_\_, 2015.

MAYOR \_\_\_\_\_ ATTEST: \_\_\_\_\_ CLERK \_\_\_\_\_

APPROVED: \_\_\_\_\_ TOWN ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

APPROVED: \_\_\_\_\_ PLANNING MANAGER \_\_\_\_\_ DATE \_\_\_\_\_

### LINE DATA:

LINE NUMBER	BEARING	LENGTH
L1	N 43°18'10" E	25.88'
L2	S 01°20'30" E	25.00'
L3	S 01°20'30" E	41.27'
L4	S 00°56'21" E	42.16'
L5	S 01°19'39" E	43.24'

### CURVE DATA:

Curve Number	Delta	Radius	Arc Length	Tangent Length
C 1	88°41'20"	55.00'	85.14'	53.76'
C 2	44°39'10"	55.00'	42.86'	22.59'
C 3	43°20'30"	55.00'	41.61'	21.85'

### ENTIRE PROPERTY

297,208 SF (NET)  
6.4097 AC (NET)



## Council Communication

**TO:** Honorable Mayor and Councilmembers

**FROM:** Tom Condit, PE, Development Engineer, 503-6815

**MEETING DATE:** May 14, 2015

**SUBJECT:** SP1437: Approval of the Re-Plat of The Bridges East Parcel 2-5, located on the southwest corner of Recker Road and Azalea Drive.

**STRATEGIC INITIATIVE:** Infrastructure

This project supports Gilbert's Infrastructure Strategic Initiative as it allows the logical extension of infrastructure services to the subject site.

### **RECOMMENDED MOTION**

A motion to approve the Re-Plat of The Bridges East Parcel 2-5, located on the southwest corner of Recker Road and Azalea Drive.

### **BACKGROUND/DISCUSSION**

The Bridges East is a proposed 213 acre residential subdivision located near the northwest corner of Ocotillo and Recker Roads. The Bridges East Parcel 2-5 is a 16.8-acre parcel within the Bridges East development, also known as Maricopa County Parcel 304-70-940, which will be split into two lots by this re-plat (Lot 1, approximately 11.8 acres; and Lot 2, approximately 5.0 acres). In addition, the Final Plat dedicates easements for public utilities and drainage.

The following is an abbreviated history of Town actions associated with this property:

February 5, 1985	The Town Council approved the annexation of this property by adopting Ordinance No. 413 under case no. A85-02.
July 22, 1997	Town Council approved Ordinance No. 1050 under case no. Z96-48, establishing the Langley Ranch Planned Area Development (PAD).

May 10, 2005	Town Council approved Ordinance No. 1649 under case no. Z04-32 repealing the Langley Ranch PAD and establishing The Bridges PAD.
February 23, 2012	Town Council approved Ordinance No. 2361 under case no. Z11-19, rezoning The Bridges East as an amendment to The Bridges PAD.
June 28, 2012	Town Council approved the Master Plat of the Bridges East.
February 7, 2013	Town Council approved an amendment to a portion of the Master Plat of the Bridges East, Parcels 2-5, Tracts S, T, and U.

### **FINANCIAL IMPACT**

There is no direct financial impact on the Town associated with this re-plat. Approval of this re-plat will allow the Higley Unified School District to move forward with the development of the property, including construction of a new school on Lot 1. This will have the indirect benefit of bringing new construction activity and sales tax revenues to the Town.

The financial impact was reviewed by Cris Parisot in the Office of Management and Budget.

### **STAFF RECOMMENDATION**

The Engineering Division has reviewed this final plat. All Town requirements have been addressed by the applicant. Staff therefore recommends approval of this final plat by the Town Council.

Respectfully submitted,

Tom Condit, PE  
Development Engineer

**Approved By**

Kenneth Morgan

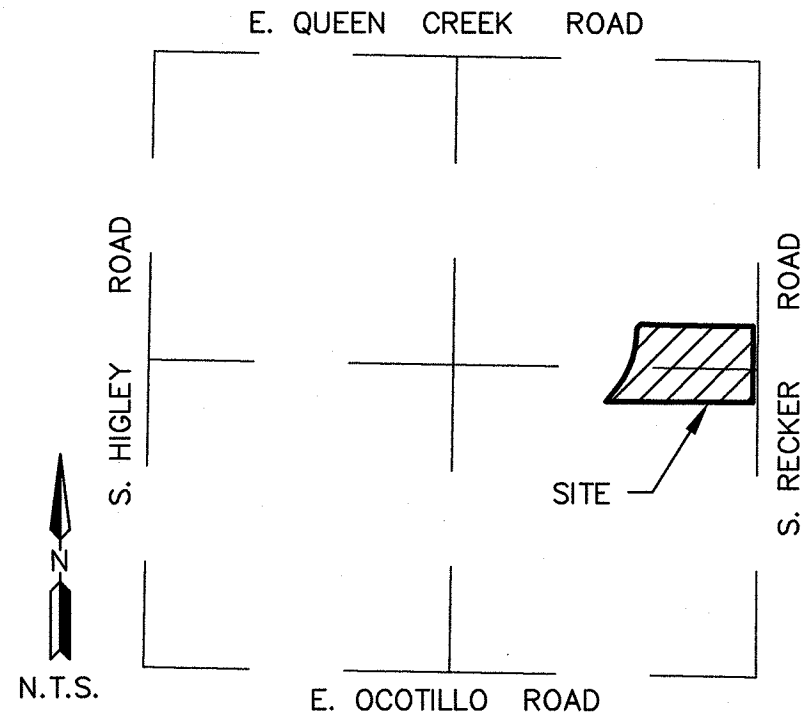
**Approval Date**

5/5/2015 4:51 PM



RE-PLAT  
OF  
THE BRIDGES EAST PARCEL 2-5

A PLANNED AREA DEVELOPMENT  
BEING A RE-PLAT OF PARCEL 2-5 OF THE AMENDED PLAT OF "THE BRIDGES EAST  
PARCEL 2-5, TRACTS S, T & U" PER BOOK 1139, PAGE 50, OFFICIAL RECORDS OF  
MARICOPA COUNTY AND BEING A PORTION OF SECTION 14, TOWNSHIP 2 SOUTH,  
RANGE 6 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN,  
MARICOPA COUNTY, ARIZONA



VICINITY MAP  
SECTION 14  
T2S, R6E

DEDICATION

STATE OF ARIZONA }  
COUNTY OF MARICOPA } SS

KNOW ALL MEN BY THESE PRESENTS:

THAT HIGLEY UNIFIED SCHOOL DISTRICT #60, DOES HEREBY PUBLISH THIS RE-PLAT OF "THE BRIDGES EAST PARCEL 2-5", BEING A RE-PLAT OF PARCEL 2-5 OF THE AMENDED PLAT OF "THE BRIDGES EAST PARCEL 2-5, AND TRACTS S, T, & U", AS RECORDED IN BOOK 1139, PAGE 50, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, BEING LOCATED IN A PORTION OF THE EAST HALF OF SECTION 14, TOWNSHIP 2 SOUTH, RANGE 6 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA. OWNER DECLARES THAT SAID RE-PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT AND EASEMENT AND THAT EACH LOT AND EASEMENT SHALL BE KNOWN BY THE NUMBER AND NAME GIVEN TO EACH RESPECTIVELY.

OWNER HEREBY DEDICATES TO THE PUBLIC THE WATER LINE EASEMENT AS SHOWN HEREON. THE DRAINAGE EASEMENT SHOWN HEREON IS A CROSS DRAINAGE EASEMENT TO BE OWNED AND MAINTAINED BY THE OWNERS OF LOTS 1 AND 2 OF THIS SUBDIVISION.

PUBLIC UTILITY EASEMENTS ARE DEDICATED FOR THE BENEFIT OF PUBLIC UTILITIES AND ARE LOCATED WHERE SHOWN IN, OVER AND UNDER THE AREAS DESIGNATED AS SUCH HEREON FOR THE INSTALLATION, MAINTENANCE, REPAIR AND REMOVAL OF NECESSARY UTILITIES. PUBLIC UTILITIES LOCATED UTILITY FACILITIES IN THIS PUBLIC UTILITY EASEMENT SHALL COMPLY WITH THE CODES AND REGULATIONS OF THE TOWN OF GILBERT, ARIZONA. SUCH PUBLIC UTILITIES SHALL BE AND REMAIN RESPONSIBLE FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE AND REPAIR OF THEIR UTILITY FACILITIES.

OWNERS WARRANT AND REPRESENTS TO THE TOWN OF GILBERT TO BE THE SOLE OWNER OF THE PROPERTY COVERED HEREBY AND THAT EVERY LENDER, EASEMENT HOLDER, OR OTHER PERSON, OR ENTITY, HAVING ANY INTEREST IN THE LAND ADVERSE TO OR INCONSISTENT WITH THE DEDICATIONS, CONVEYANCES, OR OTHER REAL PROPERTY INTEREST CREATED OR TRANSFERRED BY THIS PLAT HAS CONSENTED TO, OR JOINED IN THIS PLAT, AS EVIDENCED BY INSTRUMENTS WHICH ARE RECORDED WITH THE MARICOPA COUNTY RECORDER'S OFFICE, OR WHICH OWNER WILL RECORD NOT LATER THAN THE DATE ON WHICH THIS PLAT IS RECORDED.

IN WITNESS WHEREOF:

HIGLEY UNIFIED SCHOOL DISTRICT #60, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE OFFICER LISTED BELOW, THEREUNTO DULY AUTHORIZED.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF ARIZONA }  
COUNTY OF MARICOPA } SS

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015, BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED \_\_\_\_\_, WHO ACKNOWLEDGES SELF TO BE THE \_\_\_\_\_ OF \_\_\_\_\_, AND ACKNOWLEDGES AS SUCH OFFICER, BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

BY: \_\_\_\_\_ MY COMMISSION EXPIRES: \_\_\_\_\_  
NOTARY PUBLIC

NO LIENHOLDER STATEMENT

THE UNDERSIGNED OWNER REPRESENTS AND WARRANTS THAT THE PROPERTY INCLUDED IN THE DEDICATED TRACTS IS FREE AND CLEAR OF ALL MONETARY LIENS AND THE DEDICATED TRACTS ARE NOT BEING USED FOR SECURITY OR OTHER COLLATERAL FOR ANY DEBT OF OWNER.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

HIGLEY UNIFIED SCHOOL DISTRICT #60

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

APPROVALS

APPROVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF GILBERT, ARIZONA THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

BY: \_\_\_\_\_ MAYOR \_\_\_\_\_ TOWN CLERK \_\_\_\_\_

APPROVED BY: \_\_\_\_\_ TOWN OF GILBERT ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

APPROVED BY: \_\_\_\_\_ PLANNING MANAGER \_\_\_\_\_ DATE \_\_\_\_\_

NOTES:

- CONSTRUCTION WITHIN PUBLIC UTILITY EASEMENTS, EXCEPT BY PUBLIC AGENCIES AND UTILITY COMPANIES SHALL BE LIMITED TO UTILITIES, AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING UNLESS APPROVED BY THE TOWN OF GILBERT.
- ALL UTILITIES SHALL BE CONSTRUCTED UNDERGROUND.
- ELECTRICAL LINES SHALL BE CONSTRUCTED UNDERGROUND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.
- ALL COMMUNICATION LINES SHALL BE CONSTRUCTED UNDERGROUND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.
- HIGLEY UNIFIED SCHOOL DISTRICT #60 SHALL MAINTAIN PRIVATE UTILITIES, PRIVATE FACILITIES, COMMON AREA LANDSCAPING IN THE RIGHT-OF-WAY ADJACENT TO THE PROJECT. THE TOWN OF GILBERT IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE OF SUCH AREAS.
- NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OF ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS DEVELOPMENT WITHOUT WRITTEN AUTHORIZATION OF THE TOWN OF GILBERT.
- ALL RETENTION BASINS MUST DRAIN ANY STORM EVENT UP TO AND INCLUDING THE 50-YEAR STORM WITHIN 36-HOURS. OWNER(S) OF ANY BASIN FAILING TO MEET THIS REQUIREMENT MUST TAKE CORRECTIVE ACTION TO BRING THE BASIN INTO COMPLIANCE.
- ALL DRYWELLS SHOWN ON THIS PROJECT SHALL BE MAINTAINED BY THE HIGLEY UNIFIED SCHOOL DISTRICT #60 AND ARE TO BE REPLACED BY THE HIGLEY UNIFIED SCHOOL DISTRICT #60 WHEN THEY CEASE TO DRAIN THE SURFACE WATER IN A 36 HOUR PERIOD. REGULAR MAINTENANCE OF THE DRYWELL SILTING CHAMBER IS REQUIRED TO ACHIEVE THE BEST OPERATION OF THE DRYWELL.
- ALL PROPERTIES PLATTED HEREON ARE SUBJECT TO AN ANNUAL STREET LIGHT IMPROVEMENT DISTRICT ASSESSMENT.
- ALL BUILDING SETBACKS SHALL COMPLY WITH COUNCIL ORDINANCE NO. 2361, AS AMENDED.
- THIS SITE CONTAINS 728,971 SQ.FT OR 16.735 ACRES, GROSS AND NET.

LEGEND

- FOUND 1/2" REBAR W/CAP RLS 19344 OR AS NOTED
- ⊠ FOUND BRASS CAP IN HAND HOLE
- ⊙ FOUND BRASS CAP FLUSH
- C5 CURVE TABLE NUMBER
- L12 LINE TABLE NUMBER
- PUE PUBLIC UTILITY EASEMENT
- MUE MULTI-USE EASEMENT
- R/W RIGHT-OF-WAY
- RLS REGISTERED LAND SURVEYOR
- MCR MARICOPA COUNTY RECORDS
- \_\_\_\_\_ BOUNDARY LINE
- -- --- RIGHT-OF-WAY LINE (R/W)
- \_\_\_\_\_ LOT/TRACT LINE
- EASEMENT LINE
- \_\_\_\_\_ CENTER LINE
- -- --- -- --- SECTION LINE

SHEET INDEX

- |      |  |
|------|--|
| RP01 | COVER SHEET, VICINITY MAP, NOTES, LEGEND AND LEGAL DESCRIPTION |
| RP02 | RE-PLAT AND LINE AND CURVE TABLES                              |

OWNER

HIGLEY UNIFIED SCHOOL DISTRICT #60  
2935 SOUTH RECKER ROAD  
GILBERT, ARIZONA 85295  
CONTACT: DR. MICHAEL THOMASON  
PHONE: 480-279-7000

ENGINEER/SURVEYOR:

HILGARTWILSON  
2141 E. HIGHLAND AVENUE, STE 250  
PHOENIX, ARIZONA 85016  
CONTACT: KIRK J. PANGUS, PS, CFedS  
PHONE: (602) 490-0535

LEGAL DESCRIPTION

PARCEL 2-5 OF THE AMENDMENT TO A PORTION OF THE MASTER PLAT OF THE BRIDGES EAST, AS RECORDED IN BOOK 1139 OF MAPS, PAGE 50, RECORDS OF MARICOPA COUNTY, ARIZONA.

FLOOD ZONE DESIGNATION

THIS SITE LIES IN SHADED FLOOD ZONE X PER FIRM MAP NUMBER 04013C2765L, DATED OCTOBER 16, 2013. SHADED ZONE X IS DESCRIBED AS AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

BASIS OF BEARING

BASIS OF BEARING IS S00°16'16"W ALONG THE EAST LINE OF SECTION 14, TOWNSHIP 2 SOUTH, RANGE 6 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AS DEFINED BY THE PLAT FOR BRIDGES EAST PER BOOK 1121, PAGE 14, M.C.R., AZ.

SURVEYOR CERTIFICATION

I, KIRK J. PANGUS, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF OCTOBER, 2014; THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN; THAT ALL EXTERIOR BOUNDARY MONUMENTS ACTUALLY EXIST AS SHOWN; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.



KIRK J. PANGUS  
RLS# 19344  
HILGARTWILSON  
2141 E. HIGHLAND AVENUE, SUITE 250  
PHOENIX, ARIZONA 85016  
P: (602) 490-0535  
kpangus@hilgartwilson.com

NOTE:  
A.R.S. 32-151 STATES THAT THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A PERSON OR FIRM THAT IS REGISTERED OR CERTIFIED BY THE BOARD IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING FACTS OR FINDINGS THAT ARE SUBJECT OF THE CERTIFICATION AND DOES NOT CONSTITUTE AN EXPRESS OR IMPLIED WARRANTY OR GUARANTEE.

COUNTY RECORDER

THE BRIDGES EAST - PARCEL 2-5

S.W.C. OF RECKER ROAD & AZALEA DRIVE

GILBERT, ARIZONA

RE - PLAT

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STATUS:

PROJ. NO.:1127

DATE: OCT. 2014

SCALE: AS SHOWN

DRAWN: JDL

APPROVED: KJP

DWG. NO.

RP01

SHT. 1 OF 2



**THE BRIDGES EAST - PARCEL 2-5**  
S.W.C. OF RECKER ROAD & AZALEA DRIVE  
GILBERT, ARIZONA  
**RE-PLAT**

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STATUS:

PROJ. NO.: 1127

DWG. NO.

RP02

SHT. 2 OF 2

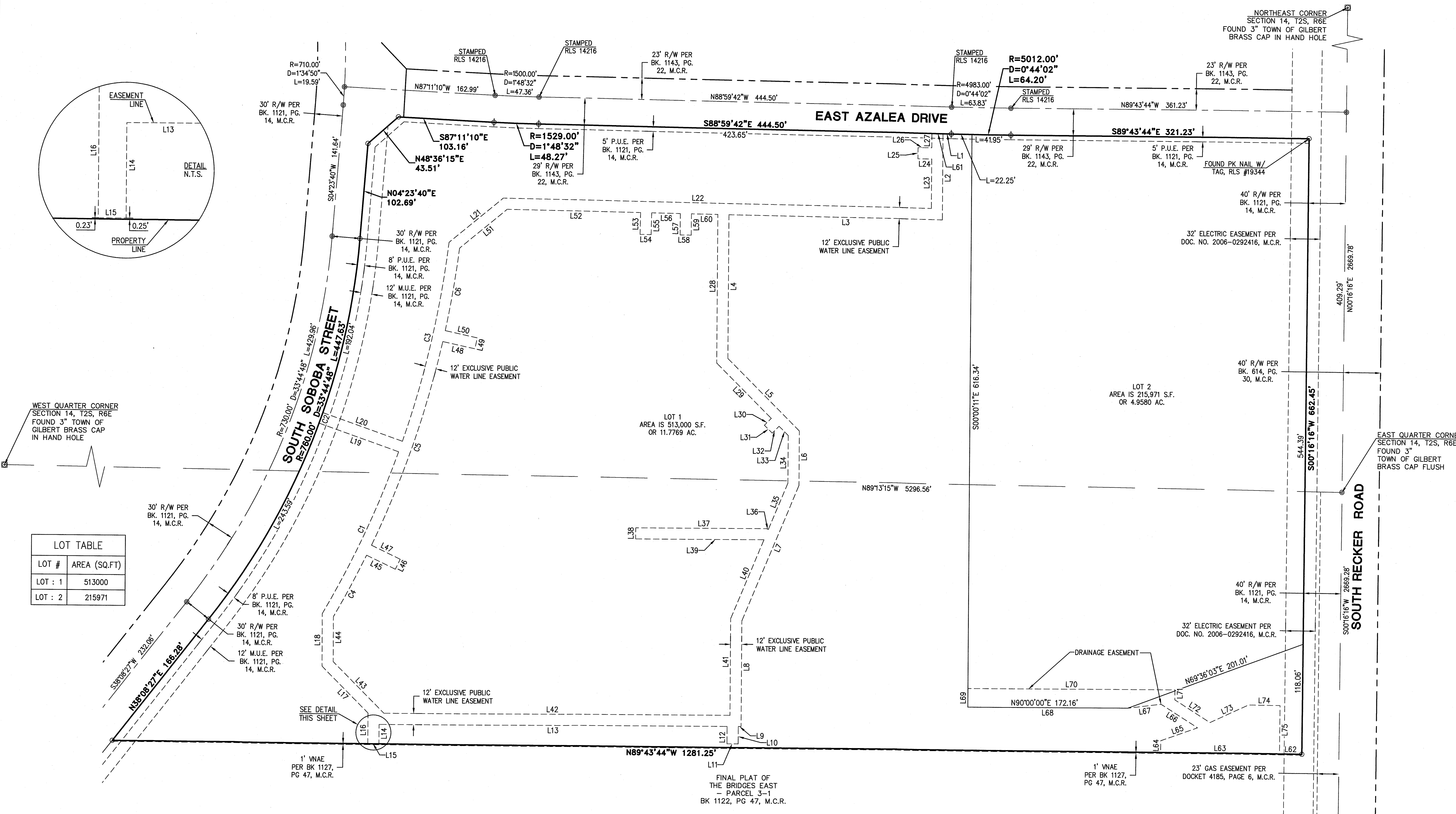
MUNICIPAL TRACKING NO:

DATE: OCT. 2014

SCALE: AS SHOWN

DRAWN: JDL

APPROVED: KJP



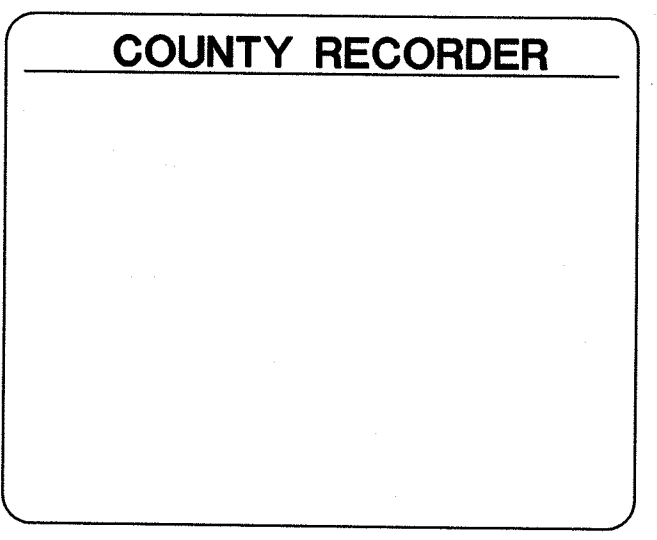
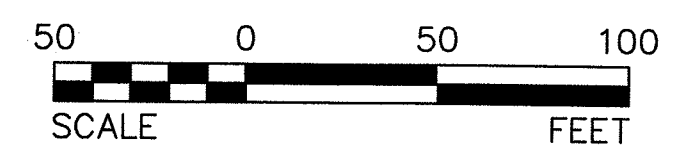
LOT TABLE

LOT #	AREA (SQ.FT)
LOT : 1	513000
LOT : 2	215971

LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
L1	N88°59'58"W	8.85'	L11	N90°00'00"W	12.00'	L21	N50°34'26"E	75.39'	L31	N45°00'00"W	12.00'	L41	N00°00'00"W	103.91'	L51	S50°34'26"W	66.15'
L2	N00°00'00"E	92.54'	L12	N00°00'00"W	18.66'	L22	S88°59'42"E	461.19'	L32	N45°00'00"E	10.46'	L42	N90°00'00"E	372.83'	L52	N88°59'42"W	143.78'
L3	N88°59'42"W	229.96'	L13	N90°00'00"E	374.97'	L23	S00°00'00"E	53.25'	L33	N45°00'00"W	14.02'	L43	S45°00'00"E	77.79'	L53	N01°00'18"E	23.50'
L4	S00°00'00"E	154.88'	L14	N00°00'00"W	20.52'	L24	N90°00'00"E	14.86'	L34	N00°00'00"E	51.25'	L44	N00°13'27"W	48.27'	L54	N88°59'42"W	12.00'
L5	S45°00'00"E	109.76'	L15	S90°00'00"W	12.00'	L25	S00°00'00"E	12.00'	L35	N22°30'00"E	54.03'	L45	N64°25'50"W	34.46'	L55	S01°00'18"W	23.50'
L6	S00°00'00"E	58.61'	L16	N00°00'00"W	32.69'	L26	N90°00'00"W	14.86'	L36	S67°30'00"E	2.24'	L46	S25°34'10"W	12.00'	L56	N88°59'42"W	30.82'
L7	S22°30'00"W	158.24'	L17	S45°00'00"E	70.49'	L27	S00°00'00"E	15.29'	L37	S90°00'00"W	140.81'	L47	S64°25'50"E	34.46'	L57	N00°17'46"E	23.00'
L8	S00°00'00"E	113.52'	L18	N00°13'27"W	56.47'	L28	N00°00'00"E	160.06'	L38	N00°00'00"W	12.00'	L48	S77°48'38"E	35.50'	L58	S88°59'42"E	12.00'
L9	S90°00'00"W	3.00'	L19	S70°40'32"E	91.23'	L29	N45°00'00"W	83.74'	L39	N90°00'00"E	138.26'	L49	N12°11'22"E	12.00'	L59	S00°17'46"W	23.00'
L10	S00°00'00"E	18.66'	L20	S70°40'32"E	91.20'	L30	N45°00'00"E	10.46'	L40	N22°30'00"E	92.15'	L50	N77°48'38"W	35.50'	L60	N88°59'42"W	28.42'

CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH
C1	1036.00'	10°40'32"	193.03'
C2	760.00'	0°54'17"	12.00'
C3	1036.00'	12°11'10"	220.35'
C4	1048.00'	4°07'01"	75.30'
C5	1048.00'	12°43'26"	232.73'
C6	1048.00'	4°55'43"	90.15'



SOUTHEAST CORNER  
SECTION 14, T2S, R6E  
FOUND 3-1/2" ALUMINUM CAP

**MINUTES OF THE GILBERT TOWN COUNCIL IN SPECIAL MEETING FOR A STUDY SESSION, TUESDAY, APRIL 28, 2015 AT 4:00 P.M., 50 EAST CIVIC CENTER DRIVE, GILBERT, ARIZONA**

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**COUNCIL PRESENT:** Mayor John Lewis, Councilmembers Eddie Cook, Jenn Daniels, Victor Petersen, Brigitte Peterson, and Jared Taylor

**COUNCIL ABSENT:** Vice Mayor Jordan Ray

**STAFF PRESENT:** Manager Patrick Banger, Deputy Manager Marc Skocypec, Deputy Clerk Lisa Maxwell, Attorney Michael Hamblin, Management and Budget Director Dawn Marie Buckland, Management Support Analyst Melanie Dykstra, Neighborhood and Outreach Services Supervisor Jessica Carnahan

**CALL TO ORDER OF SPECIAL MEETING**

The meeting began at 4:07 p.m.

1. Review items scheduled for the Council Meeting of April 30, 2015 at which time items will be acted on or continued.

*Mayor Lewis made Council assignments for scouts, presentations, recognitions, and proclamations for the meeting.*

Dawn reported the document allowing the Town to sell bonds for the St. Xavier project was signed today. By signing today the Town saved approximately \$80,000.

The Food drive kick-off was today with the official Gilbert Feeding Families bag-off. Warren Petersen won the opening event which was held at Albertsons grocery store.

Mayor John Lewis reported the City of Mesa had additional vouchers to help serve homeless veterans. Congressman Matt Salmon's office organized a meeting for municipalities in his district to use those vouchers. Mesa is preparing an Intergovernmental Agreement for that purpose and this will come before the Council after it has been approved by the City of Mesa.

The following items for the April 30, 2015 meeting were reviewed and discussed:

22. Councilmember Victor Petersen said the Mission and Vision were good. He would like something added to the by-laws stating the aim is to provide the best possible service at the lowest possible price. Councilmember Jared Taylor will work with Management Support Analyst Melanie Dykstra to make that change by Thursday.

2. Presentation and report by the Historical Society showing performance milestones and progress toward self-sufficiency.

Kayla Kolar gave an update on the accomplishments of the Historical Society over the past year. The Historical Society adopted the Communities for all Ages model and in January they adopted new Mission, Vision and Values. New programming will be developed under this model. A new book at Gilbert is being published in September 2015 and it will be available around the State. The third annual Night at a Museum fundraising event raised over \$34,000. The Historical Society ended their fiscal year with a negative \$2200 due to some unexpected expenses. An intergenerational flash mob performed the "Gilbert Happy Song." Ms. Kolar reported everyone at the Historical Society is excited about the future and grateful for Council support.

Councilmember Jenn Daniels thanked the museum for continuing to be a positive force in the community. Councilmember Brigitte Peterson will check participating in a flash mob off of her bucket list.

### 3. Update on the FY2016 Budget process.

Management and Budget Director Dawn Marie Buckland gave an overview of the 2016 budget process. She shared highlights showing how the Town maintains high levels of service at the lowest possible cost. There has been a great deal of growth over the last few years and the Town has remained lean through the periods of rapid growth.

The goals for FY2016 are currently being fine-tuned. These goals are the basis for the requested budget. The number of Full-Time Equivalent (FTE) employees from the General Fund is 18.45 employees paid from General Fund with an emphasis on Public Safety and Parks and Recreation. With the request for FTE's from other funds, the total request from all funds is 34.45 employees. Only those positions that are necessary are being requested in next year's budget and it is expected that the number will be reduced as the budget is further refined.

Changes in FY2016 include the following: moving the Riparian expenses to the General Fund; moving Storm Water and Street cleaning to Environmental Services; moving the Prosecutor's Office to Legal/Town Attorney. No rate increases for the Enterprise funds are planned for FY2016. There is a one-time expense included for the mid-period census. Compensation for employees consistent with the compensation philosophy is including. Also, money is being added to the replacement fund for future expenses. The emphasis is on maintaining service levels, deferred maintenance, innovation and efficiencies, and long range infrastructure.

On May 14 the preliminary budget adoption will be before Council. At that time Council will determine the maximum level of spending for the upcoming fiscal year. After that date Council can reduce the total amount of the budget and move money around but they cannot increase the budget. On June 4 the final budget, capital improvement program and property tax rate will come before Council for adoption.

Councilmember Jenn Daniels said the graphic showing the population increase and commercial square footage was impactful. She would like to see numbers from 1999 to 2006 because that was another period of high growth for the Town and she would like to benchmark those numbers. Management and Budget Director Dawn Marie Buckland said she would work with Development Services staff to see if those numbers are available.

4. Discussion and direction on the total amount of General Funds to be available for FY2016 Non-profit support.

Neighborhood and Outreach Services Supervisor Jessica Carnahan discussed non-profit support and asked for Council direction in FY2016. In 2014 the Community Needs Assessment was completed to determine the what resources were currently available in the community regarding social and human services; what were the greatest needs and gaps felt by residents; and what were some best practices and recommendations to move forward in meeting needs and closing gaps. The report ranked population category by need. Some of the common identified gaps were considered when staff went out for FY2015-16 Request for Proposals. Applications were received for 22 programs from 18 organizations. The total cost to fund all programs would be \$534,364.

The received proposals were divided among the nine priority populations as they were ranked in the Community Needs Assessment. There were no applications submitted for the Mental Health and Substance Abuse group. Staff would like Council to consider four different funding options. These options include anticipated contributions in the Neighbor 2 Neighbor (N2N) program totaling \$50,000.

Option 1 is to continue the funding reduction policy with the FY2015-2016 total being \$231,500. This option would address two of the seven priority populations needing services as identified in the Community Needs Assessment.

Option 2 is to maintain the FY2014-2015 level of \$301,500. This option would meet five of the seven priority populations. This option would not fill any additional gaps identified in the Community Needs Assessment.

Option 3 would allow the Town to meet additional needs and gaps with a total level of funding of \$400,000. This option would address six of the seven priority populations. This option most closely aligns with the Human Resources Commission prioritization.

Option 4 is to fully fund all of the requests at a level of \$534,364. This option addresses six of the seven priority populations at greater level than option 3. This option has the potential of setting false expectations for the future and applicants would need to be informed that every year was contingent on the Town's budget and funding for the upcoming year.

Mayor John Lewis said there were two Councilmembers who were not part of discussions three years ago to reduce this funding. The Town looked at other options for making funds

available that were not as successful as hoped. The Community Needs Assessment was requested to give guidance to Council moving forward.

Councilmember Jared Taylor asked why the N2N donations are going down and not going up. Neighborhood and Outreach Services Supervisor Jessica Carnahan said the funds are going up. In FY2015 the amount shown was actually donations collected over two years and not just one year. Councilmember Jared Taylor said he would like to see annual reports of the applicant groups to see how they spend their money. He also supports using existing communication channels to share the purpose of N2N with Gilbert residents. He supports option 1 but would like more information on the other options.

Councilmember Eddie Cook asked for a breakdown on the organizations that were selected in the different categories. Neighborhood and Outreach Services Supervisor Jessica Carnahan shared a handout with that information. The two applicants that would be funded under option 1 are the Chandler Christian Community Center which assists families in crisis and the Boys and Girls Club which offers no-cost or low-cost afterschool care. These organizations are located in Gilbert and they offer the most assistance to Gilbert residents. There was discussion about giving an organization more than they requested. There is no restriction on providing funds over what an organization requests. Staff would need to find out if more money to the organization would help them serve more Gilbert residents. Councilmember Eddie Cook said he is leaning towards option 1 but if it would be possible to provide additional fund that would meet priority 1 needs he would entertain that idea.

Councilmember Jenn Daniels said since the Community Needs Assessment was completed Council now knows what needs there are and what organizations exist to meet those needs. Any victim and family of domestic violence is a family in crisis. The priority chart may need to be re-categorized to reflect that. She asked if there were any duplicative services. Neighborhood and Outreach Services Supervisor Jessica Carnahan said there are some organizations that provide similar services. Depending on which option Council chooses Council could look at those duplicative services and reduce funds to those organizations.

Councilmember Victor Petersen appreciates work done by staff and he has learned a lot about this topic. He is still in support of option 1.

Councilmember Brigitte Peterson asked which option would best meet the gaps identified in the Community Needs Assessment. Neighborhood and Outreach Services Supervisor Jessica Carnahan responded option 3 would address gaps best. Councilmember Brigitte Peterson said she is not comfortable with option 1 since the needs of residents would not be met. N2N is not increasing at the rate hoped. She is more apt to look at options 2 or 3. She is disappointed there was not an applicant that addressed mental health issues and she hopes someone will come forward. Also, if an organization asks for certain amount she is not comfortable giving them more. Reports from the organizations would be helpful.

Mayor John Lewis said when the Town began reducing funds to non-profits he supported that approach. Gilbert is one of the lowest communities in the state in the amount they give to

non-profits. Mayor John Lewis would like to have an approach where the Town did not use General Funds. When the Town first started in this direction a group was formed to support non-profits and that approach did not work. Most residents are in full support of the N2N program but it takes some work to set that up. Many residents have also expressed support assisting the needy so he is leaning towards option 3. Great things are happening in the community because it is a safe community. This option would help strengthen families.

Councilmember Jenn Daniels said thinking back to 2009 funding is what drove the vision. Council shifted to having a strategic plan. She would like vision and a strategic plan determine what amount to set aside for non-profits and to look at the different requests to determine which applicant to fund.

Mayor John Lewis asked Councilmember Eddie Cook what direction he would give in meeting the needs of those victims of domestic violence if option 1 was approved. Councilmember Eddie Cook said the money could be reallocated to those groups that would meet those needs. Additional data would be needed in order to give better direction. There was discussion about different ways of allocating the money if option 1 was approved.

Councilmember Jenn Daniels asked if Councilmember Eddie Cook was in favor of an option other than option 1. Councilmember Eddie Cook said if a group was going to address domestic violence then he would be willing to give more money. Councilmember Jenn Daniels would like to find out what the total would be to fund organizations that meet priority one needs and domestic violence needs. With that information and more information on the organizations at a future meeting Council could decide whether to fully fund those requests. Town Manager Patrick Banger asked for clarification. At the next stage staff will bring contracts along more information the organizations on how they will meet our priorities. Councilmember Jenn Daniels said organizations providing duplicative services need to be identified.

Mayor John Lewis said the seven priorities do not represent his opinion. He believes youth need to be taken care of or they will become the needy in the future. The Boys and Girls Club needs to be funded or there will be repercussions in the future.

Councilmember Brigitte Peterson said some of the issues are lower level issues and addressing them early can stop them from becoming higher level issues. There are other needs beside domestic violence and those are important needs as well.

The Council will discuss this issue after they receive more information.

## 5. Discussion on FY 2016 Sales Tax.

Management and Budget Director Dawn Marie Buckland said instead of looking at what funds are available, staff looks at the needs and what is needed to fund those needs, placing priority on Council's goals. She gave a breakdown of categories for sales tax collection and population since 2000. Removing construction revenue, the revenue base has been steady

for a number of years. She discussed fund balances and differences in the different funds. In 2011 Council adopted a very conservative minimum fund balance policy. Bond rating agencies looked at that policy favorably when determining Gilbert's bond rating.

Councilmember Eddie Cook discussed the feasibility of reducing the FY2016 sales tax rate. Revenue is currently increasing at a greater rate than the growth rate and he believes this trend will continue. This is a time when Council has an opportunity to tweak the tax rates. He believes a reasonable amount of reduction would be 0.2% of the general fund comes to \$240,000, or approximately \$1.00 per resident. Reducing the budget by this amount should not have a significant impact on business. Councilmember Eddie Cook has asked staff to go back and look for opportunities to reduce revenue by this amount.

6. Update and discussion on the Mayor's Building a Healthy Gilbert roundtable.

Mental Health and Substance Abuse treatment will be discussed at a future meeting.

7. Update and discussion regarding Gilbert railroad projects.

No residents were present at the meeting and this information will be shared at the April 30, 2015 Council meeting.

8. Review of presentation from August 2014 Retreat related to Boards, Commissions, and Committee staff support, direction, and future utilization of Boards, Commissions, and Committees; and possible future direction to provide to Board and Commission members.

There are three Boards and Commissions that need direction from Council.

Councilmember Eddie Cook spoke for the Environmental and Energy Conservation Advisory Board. Boardmembers are very skilled in that area. He believes it would be better to keep the Boardmembers on retainer and use them on an as-needed basis. There was discussion on the process to move in that direction.

Mayor John Lewis reported that the Arts, Culture and Tourism Board would like to remove tourism and create a stakeholder's group to address tourism allowing them to focus on arts and culture.

Councilmember Jared Taylor reported on the Human Relations Commission. Currently the Commission should have nine members plus an alternate. There has not been enough interest to fill four vacant seats on that Commission. Going forward the workload is significantly less and meeting on an on-need basis or quarterly along with reducing the number on the Commission to five members would be better.

Deputy Manager Marc Skocypec said the make-up of the Boards and Commissions is part of Town Code so an ordinance would be needed to make any changes. Council would like the

Town Code to offer flexibility on the number of meetings held. Recruitment is on hold for the empty seats on the Human Relations Commission.

9. Discussion on the efficiency and effectiveness of Study Sessions and Council Meetings.

None.

The meeting ended at 6:14 p.m.

**ATTEST:**

\_\_\_\_\_  
John W. Lewis, Mayor

\_\_\_\_\_  
Lisa Maxwell, CMC, Deputy Town Clerk

**CERTIFICATION**

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular meeting of the Town Council of the Town of Gilbert held on the 28<sup>th</sup> day of April 2015. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Lisa Maxwell, CMC, Deputy Town Clerk



**MINUTES OF THE GILBERT TOWN COUNCIL IN SPECIAL MEETING OF APRIL 28, 2015 AT 6:00 PM, MUNICIPAL CENTER, CONFERENCE ROOM 300, 50 EAST CIVIC CENTER DRIVE, GILBERT, ARIZONA**

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**COUNCIL PRESENT:** Mayor John Lewis, Councilmembers Eddie Cook, Jenn Daniels, Victor Petersen, Brigitte Peterson and Jared Taylor

**COUNCIL ABSENT:** Vice Mayor Jordan Ray

**STAFF PRESENT:** Manager Patrick Banger, Deputy Manager Marc Skocypec, Deputy Clerk Lisa Maxwell, Attorney Michael Hamblin, and Parks and Recreation Director Rod Buchanan

**PARKS, RECREATION AND LIBRARY SERVICES BOARD PRESENT:** Chairman Ronald Coleman, Vice Chairman Les Presmyk, Boardmembers Mark Dobay, Robert Ferron, Greg Hansen, Mary Harris, Paul Marchant, and Mickie Niland

**AGENDA ITEM**

**CALL TO ORDER OF JOINT MEETING WITH PARKS, RECREATION AND LIBRARY SERVICES ADVISORY BOARD**

Mayor John Lewis called the meeting to order at 6:25 p.m.

**WELCOME AND INTRODUCTIONS**

**ADMINISTRATIVE ITEMS**

1. Discussion on the Parks Master Plan Implementation Action Items -Phase I accomplishments.

Parks and Recreation Director Rod Buchanan reported that the Parks, Recreation and Library Services Board went through the Parks Master Plan and determined what projects they would like to accomplish in FY2015. The main focus for this year is in seven areas: park development; playgrounds; service analysis; trails; Sponsorship, Advertising and Naming Rights Policy; optimization; and inventory/maintenance guidelines (Long Range Infrastructure Plan (LRIP)). Work on these projects was in addition to regular duties.

At the Council meeting on May 14, Town Manager Patrick Banger will be bringing forward a proposal to create a district park at the Chandler Heights Basin. Also at the time will be the report on the Field Needs Assessment. The project predicts Gilbert will need about 158 fields at build-out. The Chandler Heights Basin Park will fit in well with that plan. All fields, including those at schools are counted and currently the Town is about half-way there.

Parks and Recreation Director Rod Buchanan gave highlights from the seven areas addressed in FY2015. Those highlights included: the replacement of seven playgrounds; an evaluation of every program offered by the Parks and Recreation Department; approval of the Sponsorship, Advertising and Naming Rights Policy; and gathering data on all equipment to use in the creation of a preventative maintenance program.

There was discussion about field rotation and rehabilitating fields. The Field Needs Assessment study has recommendations on increasing the longevity of fields. Neighboring communities will close fields for two week to perform maintenance and it may be possible to schedule that during time such as school spring breaks. Having some additional fields means teams can be rotated to open fields. Also an artificial field has different maintenance needs. Parks and Recreation Director Rod Buchanan said most cities recover only 15 to 20% of the cost of fields. A cost recovery analysis was not part of the Field Needs Assessment study but it is something to evaluate moving forward. If there is an artificial field the fees for its use can be higher than for using a natural field. There is less maintenance on artificial fields but there are other expenses not found at natural fields.

## 2. Discussion on the Parks and Recreation Master Plan Action Items Phase II.

Taking Council's interest into account, the Board will focus in FY16 will go from seven areas to 11 areas. These areas are park development; playgrounds; service analysis; trails; optimization; inventory/maintenance guidelines (LRIP); fee setting and cost recovery; a marketing plan; equipment replacement; Riparian maintenance; and registration system software replacement.

In FY16 the Board will begin developing a conceptual plan of the Chandler Heights Basin Park. They will get community input, do a site analysis, and look at funding options and park naming. The Town has more land than it needs set aside for parks and there are options on what to do with that land. One proposal is a Town cemetery and at the May 14 Council meeting a Cemetery study will be presented.

There was discussion about the Trail Signage Plan and funding for trail signs in FY17. Councilmember Jared Taylor would like to start moving forward this plan this year so people can start using the trails now. There is interest in connecting trails with new neighborhoods. That is part of the Parks Master Plan and the Town's General Plan. Putting up signage would have an impact community-wide. Parks and Recreation Director Ron Buchanan said staff would need to look at the comprehensive plan and determine if there is capacity to move forward sooner. Councilmember Jenn Daniels said the trails are also part of the Transportation Master Plan and this project needs to fit into that. Money should not be taken away from streets.

The remaining focus areas include optimizing use at the community centers and developing a preventive maintenance plan for equipment. Staff conduct a study in-house to determine direct and indirect costs and to evaluate fees charged. The Parks and Recreation Department will partner with the Communications Department to develop a marketing plan to get word out about Gilbert programs. A complete maintenance plan for the Riparian preserve which coordinates with water recharge maintenance needs will be developed.

There was discussion about a Town cemetery. Parks and Recreation Director Rod Buchanan said there several options and after Council hears the report on May 14 they can decide what they would like to do. Councilmember Brigitte Peterson added that while she was on the Planning Board she often heard from citizens who wanted trail signs and a cemetery. Councilmember Victor Petersen said cemeteries are usually private businesses but he would be open to a Town cemetery if it was not taxpayer subsidized.

### 3. Discussion with Council on priorities for Parks, Recreation and Library Services Advisory Board.

Parks and Recreation Director Rod Buchanan said the Board would like Council's opinions on the following questions: what is going well, what improvements can be made, is the Parks, Recreation and Library Services Board going in the right direction, and are there Council priorities that were not addressed in the Implementation Action Plan?

Mayor John Lewis said feels engaged with the Board but he does not know what is happening with the libraries. Parks and Recreation Director Rod Buchanan reported in the next month the shelving will be redone and two rooms will be combined into one at the Southeast Regional Library. This is one of the busiest libraries in the county. There has been no needs assessment to determine if an additional library is needed in the southeast part of Town. Direction is needed from the Maricopa County Library District. Power Ranch does have a community library in that area. There was discussion about moving libraries into the future with digital books and book store type filing.

Councilmember Jenn Daniels said she appreciates the tremendous work done by the Board. She is interested in how the Town plans for resources for new parks and about the planning that goes into making them safe. As the population ages the needs of the residents will change and the Town needs to be mindful of those shifts and utilize available resources.

Chairman Ronald Coleman said it has been a good year and he has enjoyed the relationship with Council. He is looking forward to working with Council, staff and the community on Chandler Heights Basin Park. He would like to receive direction from Council on whether there is a desire to have a special events venue in Gilbert, whether it served a community-wide market or niche market. Councilmember Jenn Daniels said Council does not know at this point. When there was the possibility of building the BMX park many Town residents expressed their displeasure at that type of venue. There was discussion of the need for a space for large events. Councilmember Jared Taylor said events at the Civic Center plaza are limited by the size of the property. Large events are not scheduled in Gilbert because there is no place to hold an event.

Boardmember Paul Marchant asked about the future of the Rittenhouse property. Town Manager Patrick Banger said the Town is still looking at uses for that property. Boardmember Paul Marchant said the property could connect other properties in the trail system.

Mayor Lewis thanked the Parks, Recreation and Library Services Board members for their hard work.

**ADJOURN**

Mayor John Lewis adjourned meeting at 7:37 p.m.

**ATTEST:**

\_\_\_\_\_  
John W. Lewis, Mayor

\_\_\_\_\_  
Lisa Maxwell, CMC, Deputy Town Clerk

**CERTIFICATION**

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the special meeting of the Town Council of the Town of Gilbert held on the 28<sup>th</sup> day of April 2015. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Lisa Maxwell, CMC, Deputy Town Clerk

**MINUTES OF THE GILBERT TOWN COUNCIL IN SPECIAL MEETING OF APRIL 30, 2015 AT 4:45 PM, MUNICIPAL CENTER, COUNCIL CHAMBERS, 50 EAST CIVIC CENTER DRIVE, GILBERT, ARIZONA**

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**COUNCIL PRESENT:** Mayor John Lewis, Vice Mayor Jordan Ray, Councilmembers Eddie Cook, Jenn Daniels, Victor Petersen, and Brigitte Peterson

**COUNCIL ABSENT:** Councilmember Jared Taylor

**STAFF PRESENT:** Manager Patrick Banger, Deputy Manager Marc Skocypec, Deputy Clerk Lisa Maxwell, Attorney Michael Hamblin, Management and Budget Director Dawn Marie Buckland, Assistant to the Manager Andi Welsh, Public Works Director Ken Morgan, Risk Manager Leland Frische

**AGENDA ITEM**

**CALL TO ORDER**

Vice Mayor Jordan Ray called the meeting to order at 4:52 p.m.

**RECESS SPECIAL MEETING AND RECONVENE IN EXECUTIVE SESSION**

A MOTION was made by Councilmember Jenn Daniels, seconded by Councilmember Victor Petersen, to recess the Special Meeting to reconvene in Executive Session; *Motion carried 5-0.*

Mayor John Lewis joined the meeting.

Pursuant to:

A.R.S. Sec 38-431.03(A)(3)&(4) for discussion and consultation for legal advice with the Town Attorney and Special Counsel regarding Town of Gilbert v. M.A. Mortensen Co. (Maricopa Superior Court case No. CV2013-092379), and Elliot District Park.

A.R.S. Sec. 38-431.03(A)(3) & (4) for discussion and consultation for legal advice with the Town Attorney regarding the development agreement and lease with Saint Xavier University of the Town owned property at 92 W. Vaughn Avenue, and the issuance of bonds related thereto.

Councilmember Jenn Daniels left the meeting.

**RECESS EXECUTIVE SESSION AND RECONVENE SPECIAL MEETING**

Mayor John Lewis reconvened the Special Meeting at 5:34 p.m.

**ADJOURN**

A MOTION was made by Councilmember Victor Petersen, seconded by Mayor John Lewis, to adjourn. *Motion carried 5-0.*

Mayor John Lewis adjourned the meeting at 5:34 p.m.

**ATTEST:**

\_\_\_\_\_  
John W. Lewis, Mayor

\_\_\_\_\_  
Lisa Maxwell, CMC, Deputy Town Clerk

**CERTIFICATION**

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the special meeting of the Town Council of the Town of Gilbert held on the 30<sup>th</sup> day of April 2015. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Lisa Maxwell, CMC, Deputy Town Clerk

**MINUTES OF THE GILBERT TOWN COUNCIL IN REGULAR MEETING OF APRIL 30, 2015 AT 6:30 PM, MUNICIPAL CENTER, COUNCIL CHAMBERS, 50 EAST CIVIC CENTER DRIVE, GILBERT, ARIZONA**

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**COUNCIL PRESENT:** Mayor John Lewis, Vice Mayor Jordan Ray, Councilmembers Eddie Cook, Jenn Daniels, Victor Petersen, Brigitte Peterson and Jared Taylor

**COUNCIL ABSENT:** none

**STAFF PRESENT:** Manager Patrick Banger, Deputy Manager Marc Skocypec, Deputy Clerk Lisa Maxwell, Attorney Michael Hamblin, Planner Amy Temes

**AGENDA ITEM**

**CALL TO ORDER**

Mayor John Lewis called the meeting to order at 6:35 p.m.

**PRESENTATION OF STUDENT CITIZEN OF THE MONTH AWARD**

Mayor Lewis and the Council presented Student Citizen of the Month Awards to:

Gael Ballesteros, Nathaniel Loper, Elias Qaradaghy, Karsten Ford, Ava Olson, Luke Morton, Abigail Beck, Jalynn Brown, Daniel George, Jada Guanso, Brigham Stewart, Charles Osborne, Bethany Taylor, Seth March, Jorge Martos, Garace Gurr, Richard Ramage, Michael Bell, Carline Kessler, Chase Salisbury, Alie Sarmiento, Trevor Tenney, Kaycee McCann, Isaace Farret, Joseph Maturo, Brooklyn Bryce, Shantal Herrero, Erik Hildebrant, Camryn Munoz, Karryn Baca, Arianna Eckblad, Daniel Gregory, Bryce Backlund, Angelica Cicchinelli, Coduy Eckles, Alyssa Dong, Alexandra Sweeney, Abigail Peters, Ryan Caplinger, and for February – March Brody Castillo.

**INVOCATION AND PLEDGE OF ALLEGIANCE**

A scout led the Pledge of Allegiance and introduced himself. Pastor Scott Jones of Central Christian Church gave the invocation.

**ROLL CALL**

Deputy Clerk Lisa Maxwell called roll and declared a quorum present.

**PRESENTATIONS; PROCLAMATIONS**

1. Proclamation declaring April 30, 2015 as Pay it Forward Day.

Councilmember Victor Petersen read a proclamation declaring April 30, 2015 as Pay it Forward Day.

2. Proclamation declaring May 2015 as Brain Tumor Awareness Month.

Councilmember Brigitte Peterson read a proclamation declaring May 2015 as Brain Tumor Awareness Month, and presented the proclamation to Sandy and Richard Perkins. The Perkins' son died from a brain tumor. They have become advocates for research seeking for a cure for this disease.

3. Proclamation declaring the first week in May 2015 as Youth Week.

Councilmember Jenn Daniels read a proclamation declaring the first week in May 2015 as Youth Week, and presented the proclamation to members of the Gilbert Elks' Club.

## **COMMUNICATIONS FROM CITIZENS**

Joe Geusic, Gilbert resident, reported 581 people participated in We Are Gilbert day. He expressed appreciation for the people that helped organize this event. He is proud and honored that the Town has achieved a Aaa bond rating. He encouraged residents to reach out and thank the Mayor and Council, Town Manager and staff.

## **CONSENT CALENDAR**

A MOTION was made by Vice Mayor Jordan Ray, seconded by Councilmember Victor Petersen, to approve Consent Items 4, 5, 6, 7, 10, 12, 13, 14, 16, 17, 18, 19, 20, 21, 22, and 23; remove Items 11 and 15 from the Consent Calendar; and remove Consent Items 8, 9 from the agenda. *Motion carried 7-0.*

4. ANNEXATION A15-03 – consider adoption of an Ordinance annexing .52 acres of right-of-way along Baseline Road between the western side of the Consolidated Canal and Nielson Street contingent upon approval by the Maricopa County Board of Supervisors.

This item was approved with the Consent Calendar vote. Ordinance No. 2530 was adopted.

5. AGREEMENT – consider:

a) adoption of a Resolution to approve the Amended and Restated Development Agreement with Saint Xavier University providing for the establishment and operation of a four-year liberal arts university in Gilbert's Downtown Heritage District; and

b) approval of Lease Agreement No. 2015-2105-0700 with Saint Xavier University to occupy Town-owned facility at 92 West Vaughn Avenue and authorize the Mayor to execute all documents.



This item was approved with the Consent Calendar vote. Resolution No. 3794 was adopted.

6. AGREEMENT – consider approval of Environmental Access Agreement No. 2015-2106-0698 with the Arizona Department of Environmental Quality to drill a monitoring well and sample groundwater near the intersection of Cambridge Street and Aspen Avenue and authorize the Mayor to execute the required documents.

This item was approved with the Consent Calendar vote.

7. AGREEMENT – consider approval of Amendment No. 1 to Agreement No. 2013-2106-0015 with Arizona Department of Transportation to connect to the ALISS crash database and authorize the Mayor to execute the required documents.

This item was approved with the Consent Calendar vote.

8. INTERGOVERNMENTAL AGREEMENT – consider approval of an amendment to Agreement No. 2015-4501-0672 with Regional Public Transportation Authority for FY2016 Transit, Dial-A-Ride, and Alternative Transportation Services, and authorize the Mayor to execute the required documents.

This item was continued to the June 4, 2015 Council Meeting.

9. INTERGOVERNMENTAL AGREEMENT – consider approval of Intergovernmental Agreement No. 2015-7008-0636 with the Arizona Department of Transportation for development of the Design Concept Report and Environmental Services for the proposed Lindsay Road at State Route 202 Traffic Interchange and authorize the Mayor to execute the required documents.

This item was continued to the June 4, 2015 Council Meeting.

10. INTERGOVERNMENTAL AGREEMENT – consider approval of Intergovernmental Agreement No. 2015-2106-0694 with Maricopa County for improvements to 154th Street from Ocotillo Road to Appleby Road, Project No. ST119, and authorize the Mayor to execute the required documents.

This item was approved with the Consent Calendar vote.

11. HOME FUNDS - consider approval of Contract No. 2015-2105-0699 with Affordable Rental Movement of Save the Family in the amount of \$375,634 utilizing FY2012-2013 and FY2014-2015 HOME Investment Partnership Funds and authorize the Mayor or designee to execute contract documents.

A MOTION was made by Vice Mayor Jordan Ray, seconded by Councilmember Brigitte Peterson, to approve Item 11. *Motion carried 5-2 with Councilmembers Victor Petersen and Jared Taylor casting the dissenting votes.*

12. CONTRACT – consider:

- a) approval of Engineering Services Contract No. 2015-7009-0685 with Brown and Caldwell in an amount not to exceed \$339,928 for the Well Site Upgrades Project, Project No. WA093, and authorize the Mayor to execute the required documents; and
- b) authorize a FY2015 Water Fund Contingency Transfer in the amount of \$59,000.

This item was approved with the Consent Calendar vote.

13. CONTRACT – consider approval of Construction Services Contract No. 2015-7012-0649 with Talis Construction Corporation in an amount not to exceed \$939,952 for the Western Canal Trail Project, Project No. PR011, and authorize the Mayor to execute the required documents.

This item was approved with the Consent Calendar vote.

14. CONTRACT – consider approval of Contract No. 2015-1105-0631 with Verizon in an amount not to exceed \$391,000 for the voice and data cellular services, peripherals, and related equipment, and authorize the Mayor to execute the required documents.

This item was approved with the Consent Calendar vote.

15. GRANT – consider application and acceptance of a Grant from the 2015 State Homeland Security Grant Program in an amount not to exceed \$131,000:

- a) Contract No. 2015-3001-0696 for Urban Area Assessment Teams – Police and Fire Terrorism Liaison Officers (TLO) Program, in the amount of \$13,500 to support Police and Fire TLO's and includes purchase of vehicle radio chargers, computers, satellite cell and data service, internet air card and pager service and travel to attend national conference for training;
- b) Contract No. 2015-3001-0697 for Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) Response Team Gilbert Police Department, in the amount of \$54,000 to support their team and includes purchase of ballistic helmets, radio headset accessories, and a medium size tactical robot;
- c) Contract No. 2015-3002-0691 for Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) Response Team Gilbert Fire and Rescue Department in the amount of \$54,000 to support purchase of detection meter replacement, detection meter and software maintenance, hazardous materials tools and equipment, protective suits, research hardware, and travel to attend national conference for training; and
- d) Contract No. 2015-3002-0692 for Citizen Corps Training in the amount of \$9,195.00 to support of Citizen Corps - Community Emergency Response Team (CERT) training and

development as well as deployment of volunteers including uniforms, backpacks, training booklets, and medical kits.

A MOTION was made by Vice Mayor Jordan Ray, seconded by Councilmember Brigitte Peterson, to approve Item 15. *Motion carried 5-2 with Councilmembers Victor Petersen and Jared Taylor casting the dissenting votes.*

16. HUMAN RESOURCES – consider approval of:

- a) the Town's medical and dental plan premiums;
- b) implementation of a staged increase to retiree medical premiums over five (5) years; and
- c) an amendment and restatement of the Town of Gilbert Medical Plan Summary Benefit Description effective July 1, 2015 and authorize the Mayor to execute the document.

This item was approved with the Consent Calendar vote.

17. STREETS - consider adoption of a Resolution to approve a street name change from East Avenida Del Valle Court to East Bella Vista Street.

This item was approved with the Consent Calendar vote. Resolution No. 3795 was adopted

18. MAP OF DEDICATION ST152 – consider approval of the Map of Dedication for "Higley and Warner" located at the northeast corner of Higley and Warner Roads.

This item was approved with the Consent Calendar vote.

19. FINAL PLAT SP1403 - consider approval of the final plat for Gateway Church of Christ located south of the southeast corner of Greenfield Road and Queen Creek Road.

This item was approved with the Consent Calendar vote.

20. TEMPORARY EXTENSION OF PREMISES – consider approval of a temporary extension of premises for Cantina Laredo located at 2150 East Williams Field Road for an event to be held on May 4 & 5, 2015.

This item was approved with the Consent Calendar vote.

21. LIQUOR LICENSE – consider approval of an acquisition of control for the Series 12 Restaurant Liquor License for Temari Fine Japanese Cuisine located at 919 North Val Vista Drive #101.

This item was approved with the Consent Calendar vote.

22. **BOARDS AND COMMISSIONS** - consider ratifying the by-laws of the Parks, Recreation, and Library Services Advisory Board that were approved on April 7, 2015.

This item was approved with the Consent Calendar vote.

23. **MINUTES** – consider approval of the minutes of Regular Meeting of April 14, 2015.

This item was approved with the Consent Calendar vote.

## **PUBLIC HEARING**

Mayor John Lewis opened the public hearing for items 25, 26, 29, 30 and 31. No one wished to speak and Mayor John Lewis closed the public hearing.

A MOTION was made by Vice Mayor Jordan Ray, seconded by Councilmember Brigitte Peterson, to approve public hearing items 25, 26, 29, 30 and 31. *Motion carried 7-0.*

24. **LIQUOR LICENSE** – conduct hearing and consider approval of sampling privileges for an existing Series 9 Liquor Store License for Wal-Mart Supercenter #3861 located at 5290 South Power Road.

Mayor John Lewis opened the public hearing. No one wished to speak and Mayor John Lewis closed the public hearing.

A MOTION was made by Councilmember Victor Petersen, seconded by Councilmember Brigitte Peterson, to recommend approval of sampling privileges for an existing Series 9 Liquor Store License for Wal-Mart Supercenter #3861 located at 5290 South Power Road. *Motion carried 5-2 with Mayor John Lewis and Councilmember Jared Taylor casting the dissenting votes.*

25. **LIQUOR LICENSE** – conduct hearing and consider approval of a Series 7 Beer and Wine Bar Liquor License for Cuisine & Wine Bistro located at 1422 West Warner Road #A100.

This item was approved with the Public Hearing vote.

26. **LIQUOR LICENSE** – conduct hearing and consider approval of a Series 12 Restaurant Liquor License for The Groves Bar & Grill located at 323 South Gilbert Road #111 -113.

This item was approved with the Public Hearing vote.

27. **GENERAL PLAN GP14-02** - conduct hearing and consider adoption of a Resolution approving the Gilbert 2014 Annual General Plan Update for a Minor General Plan Amendment to amend the Town of Gilbert General Plan: Chapter 10, Character Areas - Santan Character Area Update, to update the specific area plan to reflect the community's vision for the future of the character area.

Mayor Lewis opened the public hearing on item 27.

Planner Amy Temes gave an overview of the General Plan Amendment affecting the Santan Character Area. The Planning Department reached out to residents in this area to get their input on the proposed changes. There is a need for services in this area including smaller neighborhood commercial shopping centers or mixed used development. The boundaries of the Santan Character Area and the Land Use Map did not change with this amendment. The intent of the goals and policies remained the same. The main changes were removal of an emphasis on large commercial agricultural areas, a refreshed vision, and the addition of five characteristics.

Planner Amy Temes responded to a question about other areas not served in the Santan Character Area. Staff primarily looked at commercial trade areas. Employment will be at a neighborhood level and not as intense as in other areas of Gilbert. Councilmember Jared Taylor said he appreciates this is a general document with room for flexibility.

Councilmember Eddie Cook said at one time there was discussion of shrinking the boundaries and he asked why that is not changing. Planner Amy Temes said the question is how much do you shrink the boundaries. People moving into the area are meeting the criteria and it did not make sense to remove those people from the area.

Greg Ostapuk, Gilbert resident, said he has fought many developments in this area in the past. He believes the Town has an awareness of this area. Residents of this area like the rural feel and they do not want that to change. He would like Council to maintain this area for the residents who live there.

Mayor John Lewis closed the public hearing on item 27.

A MOTION was made by Vice Mayor Jordan Ray, seconded by Councilmember Brigitte Peterson, to adopt Resolution No. 3796 for GP14-02 adoption of a Resolution approving the Gilbert 2014 Annual General Plan Update for a Minor General Plan Amendment to amend the Town of Gilbert General Plan: Chapter 10, Character Areas - Santan Character Area Update, to update the specific area plan to reflect the community's vision for the future of the character area. *Motion carried 7-0.*

28. GENERAL PLAN GP14-10/ZONING Z14-28 – conduct hearing and consider:

a) adoption of a Resolution approving a Minor General Plan Amendment for Legacy Point at Seville (Seville Tract T) to change the land use classification of approximately 19.17 acres of real property generally located south of the southeast corner of Clubhouse Drive and Chandler Heights Road from 19.17 acres of Residential > 1-2 DU/acre land use classification to 19.17 acres of Residential > 2-3.5 DU/acre land use classification. The effect of this amendment will be to change the plan of development for this property to allow for increased density of residential development; and

b) approval of the findings and adoption of an Ordinance amending Ordinance Nos. 1264, 1398, 1414, 1489, and 2188 and rezone approximately 19.17 acres of real property within Seville Tract-T Planned Area Development (PAD) and generally located south of the southeast corner of Clubhouse Drive and Chandler Heights Road, from approximately 19.17 acres of Single Family - 15 (SF-15) zoning district, all with a Planned Area Development overlay zoning district to approximately 19.17 acres of Single Family - 7 (SF-7) zoning district, all with a Planned Area Development overlay zoning district as shown on the exhibit (map), which is available for viewing in the Planning and Development Services Office, and to amend conditions of development in the Seville Tract-T Planned Area Development (PAD) as follows: to modify minimum lot area and lot dimensions; minimum front and rear setbacks; front yard stagger requirements; front facing garage recess requirements and to allow one-story homes only. The effect of the rezoning will be to allow a residential development with approximately 61 home lots.

Mayor Lewis opened the public hearing on item 28.

Greg Ostapuk, Gilbert resident, said this parcel represents ten percent of all the land that is left in the Santan Character area. There have been 17 General Plan Amendments approved for this area. This is opportunity to preserve low density development in the Santan Character area.

Councilmember Eddie Cook said this is a unique property in the middle of golf course and it is like an island. He is more concerned about height restrictions than single family homes on smaller lots. Surrounding this island are residences that would complement the plan for this island.

Councilmember Brigitte Peterson said she appreciates Mr. Ostapuk's comments. This area is part of a master plan that is already in place and this use fits the area very well. In the future Council needs to look at new master planned communities.

Councilmember Jenn Daniels agrees with her fellow Councilmembers. She appreciates input from Mr. Ostapuk. Council has to look at in-fill projects on a case-by-case basis.

Mayor John Lewis closed the public hearing on item 28.

A MOTION was made by Councilmember Brigitte Peterson, seconded by Councilmember Victor Petersen, to:

1) adopt Resolution No. 3797 for GP14-10 amending the General Plan by changing the designation of approximately 19.17 acres of real property generally located south of the southeast corner of Clubhouse Drive and Chandler Heights Road from 19.17 acres of Residential > 1-2 DU/acre land use classification to 19.17 acres of Residential > 2-3.5 DU/acre land use classification. The effect of this amendment will be to change the plan of development for this property to allow for increased density of residential development; and

2) adopt Ordinance No. 2531 for Z14-28 to rezone approximately 19.17 acres of real property within Seville Tract-T Planned Area Development (PAD) and generally located south of the southeast corner of Clubhouse Drive and Chandler Heights Road, from approximately 19.17 acres of Single Family - 15 (SF-15) zoning district, all with a Planned Area Development overlay zoning district to approximately 19.17 acres of Single Family - 7 (SF-7) zoning district, all with a Planned Area Development overlay zoning district as shown on the exhibit (map), which is available for viewing in the Planning and Development Services Office, and to amend conditions of development in the Seville Tract-T Planned Area Development (PAD) as follows: to modify minimum lot area and lot dimensions; minimum front and rear setbacks; front yard stagger requirements; front facing garage recess requirements and to allow one-story homes only. The effect of the rezoning will be to allow a residential development with approximately 61 home lots. *Motion carried 6-1 with Vice Mayor Jordan Ray casting the dissenting vote.*

29. PROPERTY ACQUISITION – conduct hearing and consider adoption of a Resolution approving the acquisition of right-of-way and easements on Parcel No. 304-28-006A for the Higley and Warner Improvement Project, Project No. ST152.

This item was approved with the Public Hearing Vote. Resolution No. 3798 was adopted.

30. BUDGET — conduct hearing and adopt the budgets on the Parkway Maintenance Improvement Districts for July 1, 2015 - June 30, 2016 and establish May 14, 2015 as the date of the final public hearing and adopting a tax levy for the districts.

This item was approved with the Public Hearing Vote.

31. BUDGET - conduct a hearing and adopt the budgets on the 2015-2016 Street Light Improvement Districts (SLID) and establish May 14, 2015 as the final public hearing and adopting the tax levy for the districts.

This item was approved with the Public Hearing vote.

## **ADMINISTRATIVE ITEMS**

32. BOARDS, COMMISSIONS, AND COMMITTEES - reports from Council Liaisons for the:

- a) Subcommittee on Board and Commission Application Screening, Interview, and Selection
- b) Other Council Subcommittees
- c) Design Review Board
- d) Environmental and Energy Conservation Advisory Board
- e) Gilbert Educational Cable Access Governing Board
- f) Arts, Culture and Tourism Board
- g) Human Relations Commission
- h) Industrial Development Authority
- i) Mayor's Youth Advisory Committee
- j) Parks, Recreation and Library Services Advisory Board

- k) Planning Commission
- l) Redevelopment Commission
- m) Gilbert Public Facilities MPC
- n) Gilbert Water Resources MPC
- o) Gilbert Self-Insured Trust Fund
- p) Regional Meetings
- q) Utility Board

Councilmember Eddie Cook said he had a meeting with Dr. Kishimoto, Gilbert Public Schools. He asked for material on the proposed school budget override and he will share that information when he receives it.

Councilmember Jared Taylor said he appreciated the recent Council's Joint meeting with the Parks, Recreation and Library Services Advisory Board. He received good feedback from that meeting. The Gilbert Leadership Class XXIII project is a Frisbee golf course. This opens May 15 at Freestone Park. Councilmember Brigitte Peterson added the Leadership Class XXIII will be working at the park on May 2 to complete the course.

Councilmember Jared Taylor said May 16 is a Fun Day for Mesquite pool re-opening and it is Water Safety Day at Mesquite Junior High School.

Councilmember Jenn Daniels reported a Youth Leadership Summit was held at Town Hall with 100 participants. Communications Director Dana Berchman was the keynote speaker.

## **POLICY ITEMS**

None.

## **FUTURE MEETINGS**

No discussion.

## **COMMUNICATIONS**

Report from the TOWN MANAGER on current events.

Manager Patrick Banger reported Moody's gave the Town a Aaa bond rating. Many aspects of the Town, both within the Town's control and outside the Town's control, were analyzed by Moody's when evaluating Gilbert. This upgrade will save the Town tens of millions of dollars as they sell bonds in the future. He expressed appreciation for the hard work of staff.

Town Traffic Engineer Erik Guderian gave an update on railroad crossings. Studies and discussions of railroad quiet zones began in 2007. In spring of 2014 staff came to Council with specifics of what needed to be done to create railroad quiet zones and the discussion expanded to look at all railroad related projects in the Town. Staff reviewed the 13 at-grade public crossings



to see what was needed upgrade the crossings. Some improvements were already scheduled in the current Capital Improvement Plan or they have been identified as future projects. Staff looked at safety and community livability and they will continue to work with Union Pacific and Salt River Project.

At the Riparian 225 children participated in a field trip. There are 1275 youth enrolled in the summer swim and dive program.

Report from the COUNCIL on current events.

Councilmember Jenn Daniels said this Saturday in the Public Safety Amphitheater there will be a press conference for AZ Well project.

Report from the MAYOR on current events.

Mayor John Lewis expressed appreciation to Joe Geusic for being the Master of Ceremonies at the Character Counts program.

There will be a fundraiser for the Boy's and Girl's Club at Dave's BBQ on Saturday, May 2.

The Barrio Queen is having their soft opening tonight.

## **ADJOURN**

Mayor John Lewis adjourned meeting at 8:11 p.m.

### **ATTEST:**

\_\_\_\_\_  
John W. Lewis, Mayor

\_\_\_\_\_  
Lisa Maxwell, CMC, Deputy Town Clerk

## **CERTIFICATION**

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular meeting of the Town Council of the Town of Gilbert held on the 30<sup>th</sup> day of April 2015. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Lisa Maxwell, CMC, Deputy Town Clerk



## Council Communication

**TO:** Honorable Mayor and Councilmembers  
**FROM:** Cathy Templeton, Town Clerk, 503-6861  
**MEETING DATE:** May 14, 2015  
**SUBJECT:** Liquor License - Fat Cats Entertainment Center

<b>STRATEGIC INITIATIVE:</b> N/A
----------------------------------

### **RECOMMENDED MOTION**

A motion to issue an order to recommend approval of a Series 6 Bar Liquor License for Fat Cats Entertainment Center located at 4321 East Baseline Road.

or

A motion to issue an order to recommend denial of a Series 6 Bar Liquor License for Fat Cats Entertainment Center located at 4321 East Baseline Road for the following reasons (specific reasons for denial must be included).

or

A motion to make no recommendation on a Series 6 Bar Liquor License for Fat Cats Entertainment Center located at 4321 East Baseline Road (*a "no recommendation" may result in a hearing; the hearing may be cancelled if the board or an aggrieved party does not request a hearing*).

### **BACKGROUND/DISCUSSION**

Lauren Kay Merrett is requesting approval of a Series 6 Bar Liquor License for Fat Cats Entertainment Center located at 4321 East Baseline Road. *This is a new license.* An amendment was filed to Section 13 of the application.

A Series 6 Bar Liquor License allows a bar retailer to sell and serve all types of spirituous liquors, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises.

Public notice was posted for the required 20-day period in accordance with the Arizona Department of Liquor License and Control posting requirement. No adverse information to justify a denial of this application was received from Planning and Zoning, Building and Code Compliance, Police Department, or from Maricopa County Environmental Services Department. There were no liquor related conditions in the zoning ordinance for this site.

Council's recommendation will be forwarded to the Arizona Department of Liquor License & Control. If Council recommends denial of an application, the minutes must reflect specific reasons, testimony, and other evidence that supports the motion to deny the license applications as required by A.R.S. 4-201.E further defined by Rule R19-1-102 (Attachment 1).

### **FINANCIAL IMPACT**

The license fee is \$750 per year.

### **STAFF RECOMMENDATION**

Staff feels such requests are solely Council's prerogative and offers no recommendation on this request.

Respectfully submitted,

Cathy Templeton  
Town Clerk

Attachments/Enclosures:

- Attachment 1 – Arizona Department of Liquor Licenses & Control,  
Rule R19-1-102
- Attachment 2 – Liquor License Application

## **Attachment 1**

### **R19-1-102. Granting a License for a Certain Location**

Local governing authorities and the Department may consider the following criteria in determining whether public convenience requires, and that the best interest of the community will be substantially served by the issuance or transfer of a liquor license at a particular unlicensed location:

1. Petitions and testimony from persons in favor or opposed to the issuance of a license who reside in, own or lease property in close proximity.
2. The number and series of licenses in close proximity.
3. Evidence that all necessary licenses and permits have been obtained from the state and all governing bodies.
4. The residential and commercial population of the community and its likelihood of increasing, decreasing or remaining static.
5. Residential and commercial population density in close proximity.
6. Evidence concerning the nature of the proposed business, its potential market and its likely customers.
7. Effect on vehicular traffic in close proximity.
8. The compatibility of the proposed business with other activity in close proximity.
9. The effect or impact of the proposed premises on businesses or the residential neighborhood whose activities might be affected by granting the license.
10. The history for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant has received a detailed report(s) of such activity at least 20 days before the hearing by the board.
11. Comparison of hours of operation of the proposed premises to the existing businesses in close proximity.

**Approved By**

Cathy Templeton

**Approval Date**

5/5/2015 3:18 PM

**4B**

**SECTION 12** Location to Location Transfer: (Bars and Liquor Stores ONLY)  
 APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE

- Current Business: Name Fat Cats Entertainment Center  
 (Exactly as it appears on license) Address 06070798  
Town of Gilbert
- New Business: Name Michelle Stearns  
 (Physical Street Location) Address Michelle.stearns@gilbertaz.gov  
Christina.luevano-Carrillo@gilbertaz.gov
- License Type: \_\_\_\_\_ License Number: \_\_\_\_\_
- If more than one license to be transferred: License Type: \_\_\_\_\_ License Number: \_\_\_\_\_
- What date do you plan to move? \_\_\_\_\_ What date do you plan to open? \_\_\_\_\_

**SECTION 13** Questions for all In-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

- a) Restaurant license (§ 4-205.02)
- b) Hotel/motel license (§ 4-205.01)
- c) Government license (§ 4-205.03)
- d) Fenced playing area of a golf course (§ 4-207 (B)(5))

- Distance to nearest school: 820 ft. Name of school Pioneer Elementary School  
 Address 1535 N Greenfield Rd Gilbert AZ 85234  
 City, State, Zip
- Distance to nearest church: 1300 ft. Name of church Victory Vision Christian Church  
 Address 1847 S Greenfield Rd Mesa AZ 85206  
 City, State, Zip
- I am the: ☐ Lessee ☐ Sublessee ☒ Owner ☐ Purchaser (of premises)

- If the premises is leased give lessors: Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City, State, Zip

- 4a. Monthly rental/lease rate \$ \_\_\_\_\_ What is the remaining length of the lease    yrs.    mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ \_\_\_\_\_ or other \_\_\_\_\_  
 (give details - attach additional sheet if necessary)

5. What is the total business indebtedness for this license/location excluding the lease? \$ 0  
 Please list lenders you owe money to. Corporation is self funded through profits from multiple businesses

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

- What type of business will this license be used for (be specific)? \_\_\_\_\_

RECEIVED

Arizona Department of Liquor Licenses and Control  
800 West Washington, 5th Floor  
Phoenix, Arizona 85007  
www.azliquor.gov  
602-542-5141

TOWN OF GILBERT  
CUSTOMER SERVICE CENTER

**APPLICATION FOR LIQUOR LICENSE**  
TYPE OR PRINT WITH **BLACK INK**

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 6 of the Liquor Licensing requirements.

**SECTION 1** This application is for a:

- ☐ MORE THAN ONE LICENSE  
☐ INTERIM PERMIT *Complete Section 5*  
☐ NEW LICENSE *Complete Sections 2, 3, 4, 13, 14, 15, 16*  
☒ PERSON TRANSFER (Bars & Liquor Stores ONLY)  
*Complete Sections 2, 3, 4, 11, 13, 15, 16*  
☒ LOCATION TRANSFER (Bars and Liquor Stores ONLY)  
*Complete Sections 2, 3, 4, 12, 13, 15, 16*  
☐ PROBATE/WILL ASSIGNMENT/DIVORCE DECREE  
*Complete Sections 2, 3, 4, 9, 13, 16* (fee not required)  
☐ GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16*

**SECTION 2** Type of ownership:

- ☐ J.T.W.R.O.S. *Complete Section 6*  
☐ INDIVIDUAL *Complete Section 6*  
☐ PARTNERSHIP *Complete Section 6*  
☐ CORPORATION *Complete Section 7*  
☒ LIMITED LIABILITY CO. *Complete Section 7*  
☐ CLUB *Complete Section 8*  
☐ GOVERNMENT *Complete Section 10*  
☐ TRUST *Complete Section 6*  
☐ OTHER (Explain) \_\_\_\_\_

**SECTION 3** Type of license and fees LICENSE #(s): 06070798

1. Type of License(s): Series 06

2. Total fees attached:

Department Use Only \$ 266.00

**APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.**

The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

**SECTION 4** Applicant

1. Owner/Agent's Name: Mr. Merrett Lauren Kay  
(Insert one name ONLY to appear on license) Last First Middle  
2. Corp./Partnership/L.L.C.: FC Gilbert Operations LLC  
(Exactly as it appears on Articles of Inc. or Articles of Org.)  
3. Business Name: Fat Cats Entertainment Center  
(Exactly as it appears on the exterior of premises)  
4. Principal Street Location 4321 E Baseline Rd Gilbert Maricopa 85296  
(Do not use PO Box Number) City County Zip  
5. Business Phone: Pending Daytime Phone: 602-738-1421 Email: N/A  
6. Is the business located within the incorporated limits of the above city or town? ☒ YES ☐ NO  
7. Mailing Address: 736 S Longmore St Chandler AZ 85296  
City State Zip  
8. Price paid for license only bar, beer and wine, or liquor store: Type \$ Type \$

**DEPARTMENT USE ONLY**

Fees: 200.00 Application Interim Permit Site Inspection 66.00 Finger Prints \$ 266.00  
TOTAL OF ALL FEES

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? ☒ YES ☐ NO

Accepted by: JR Date: 03-31-15 Lic. # 06070798

51726

423812

## SECTION 5 Interim Permit:

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. \_\_\_\_\_
4. Is the license currently in use? ☐ YES ☐ NO If no, how long has it been out of use? \_\_\_\_\_

### ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.

I, Attached, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER,  
(Print full name)  
MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

State of \_\_\_\_\_ County of \_\_\_\_\_  
The foregoing instrument was acknowledged before me this

X \_\_\_\_\_  
(Signature)

My commission expires on: \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Day Month Year

\_\_\_\_\_  
(Signature of NOTARY PUBLIC)

15 MAR 2019, Dept PM 1 58

## SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

### 1. Individual:

Last	First	Middle	% Owned	Mailing Address	City	State	Zip

Partnership Name: (Only the first partner listed will appear on license) \_\_\_\_\_

General-Limited	Last	First	Middle	% Owned	Mailing Address	City	State	Zip
<input type="checkbox"/> <input type="checkbox"/>								
<input type="checkbox"/> <input type="checkbox"/>								
<input type="checkbox"/> <input type="checkbox"/>								
<input type="checkbox"/> <input type="checkbox"/>								

) Y R A S S E C E N F I T

2. Is any person, other than the above, going to share in the profits/losses of the business? ☐ YES ☐ NO  
If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City, State, Zip	Telephone#



**SECTION 7 Corporation/Limited Liability Co.:**

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

☐ CORPORATION **Complete questions 1, 2, 3, 5, 6, 7, and 8.**

☒ L.L.C. **Complete 1, 2, 4, 5, 6, 7, and 8.**

1. Name of Corporation/L.L.C.: FC Gilbert Operations LLC  
(Exactly as it appears on Articles of Incorporation or Articles of Organization)

2. Date Incorporated/Organized: 2/2/2015 State where Incorporated/Organized: AZ UT

3. AZ Corporation Commission File No.: \_\_\_\_\_ Date authorized to do business in AZ: \_\_\_\_\_

4. AZ L.L.C. File No: R-1981293-0 Date authorized to do business in AZ: 2/13/2015

5. Is Corp./L.L.C. Non-profit? ☐ YES ☒ NO

6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City State Zip
<del>See attached</del>					
See Attached					

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City State Zip
<del>See attached</del>					
see attached					

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

**SECTION 8 Club Applicants:**

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Name of Club: \_\_\_\_\_ Date Chartered: \_\_\_\_\_  
(Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)

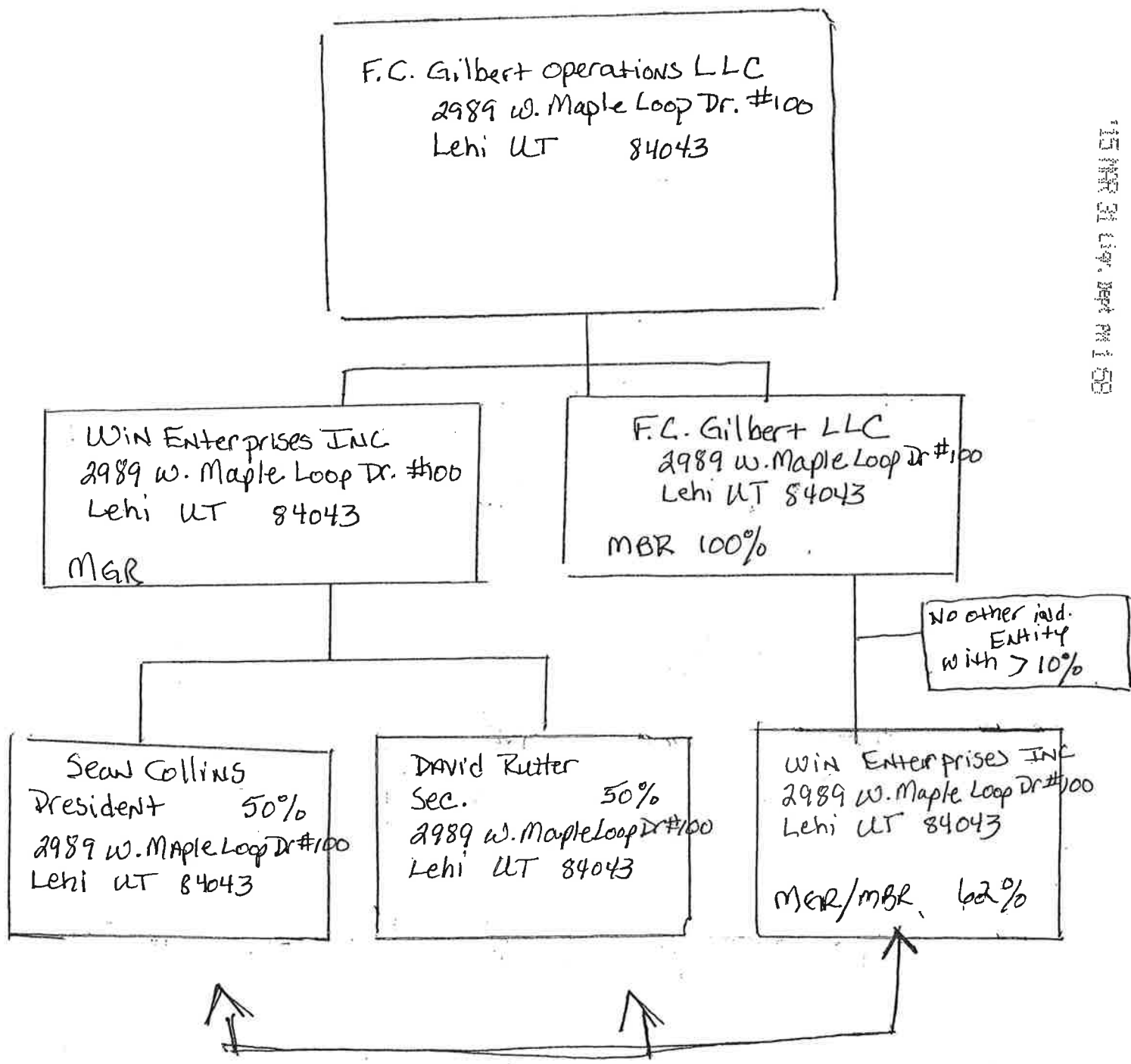
2. Is club non-profit? ☐ YES ☐ NO

3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

15 MAR 21 14:47:00 PM 158



**SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store License:**

1. Current Licensee's Name: \_\_\_\_\_  
(Exactly as it appears on license) Last First Middle
2. Assignee's Name: \_\_\_\_\_  
Last First Middle
3. License Type: \_\_\_\_\_ License Number: \_\_\_\_\_ Date of Last Renewal: \_\_\_\_\_
4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

**SECTION 10 Government: (for cities, towns, or counties only)**

1. Governmental Entity: \_\_\_\_\_
2. Person/designee: \_\_\_\_\_  
Last First Middle Contact Phone Number

**A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.**

**SECTION 11 Person to Person Transfer:**

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).

1. Current Licensee's Name: MARKE JASON Glen Entity: Agent  
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
2. Corporation/L.L.C. Name: SUBGENIUS ENTERTAINMENT LLC  
(Exactly as it appears on license)
3. Current Business Name: THE GOAT HEAD SALOON  
(Exactly as it appears on license)
4. Physical Street Location of Business: Street 1423 S COUNTRY CLUB DR #12  
City, State, Zip MESA, AZ 85210
5. License Type: Bar License Number: 06070798
6. If more than one license to be transferred: License Type: \_\_\_\_\_ License Number: \_\_\_\_\_
7. Current Mailing Address: Street 1435 S Country Club Dr #12  
(Other than business) City, State, Zip Mesa AZ 85210
8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? ☒ YES ☐ NO
9. Does the applicant intend to operate the business while this application is pending? ☐ YES ☒ NO If yes, complete Section 5 of this application, attach fee, and current license to this application.
10. I, JASON MARKE Glen Marke, hereby authorize the department to process this application to transfer the  
(print full name)  
privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.
- I, JASON MARKE Glen Marke, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER  
(print full name)  
STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

\_\_\_\_\_  
(Signature of CURRENT LICENSEE)

State of Arizona County of Maricopa  
The foregoing instrument was acknowledged before me this

13th March 2015  
Day Month Year

\_\_\_\_\_  
(Signature of NOTARY PUBLIC)

My commission expires on: \_\_\_\_\_



STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES  
AND CONTROL  
ALCOHOLIC BEVERAGE LICENSE

License 06070798

Issue Date: 8/28/2007

Issued To:

JASON GLEN MARKE, Agent  
SUBGENIUS ENTERTAINMENT LLC, Owner

Location:

THE GOAT HEAD SALOON  
1423 S COUNTRY CLUB DR #12  
MESA, AZ 85210

Bar

Expiration Date: 1/31/2016

Mailing Address:

JASON GLEN MARKE  
SUBGENIUS ENTERTAINMENT LLC  
THE GOAT HEAD SALOON  
1423 S COUNTRY CLUB DR #12  
MESA, AZ 85210



EXP 1/31/2016

POST THIS LICENSE IN A CONSPICUOUS PLACE

EXP 1/31/2016

# Bill of Sale

IN CONSIDERATION OF THE SUM OF:

**\*\*\* Seventy Thousand Dollars And No Cents \*\*\***lawful currency of the United States of America, and other valuable consideration, receipt of which is hereby acknowledged, the SELLER:

**Subgenius Entertainment, LLC, an Arizona Limited Liability Company**

hereby grants, bargains, sells and transfers unto the BUYER:

**FC Gilbert Operations, LLC, an Utah Limited Liability Company**

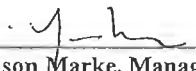
and his, her or their heirs, personal representatives, or assigns, to have and to hold forever, the following described personal property, goods or chattels:

That certain State of Arizona Liquor License #06070798

FURTHERMORE, Seller warrants that he, she or they are the lawful owner of said goods and hereby certifies, under oath, that he, she or they have good right to sell the same as aforesaid, and that the above described property is free and clear of all claims, liens and other encumbrances whatsoever, EXCEPT, as specified herein. Seller further agrees to warrant and defend same against the lawful claims and demands of all persons whomsoever.

DATED: March 13, 2015

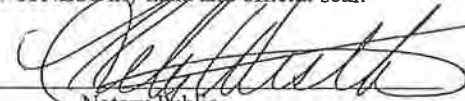
**Subgenius Entertainment, LLC, an Arizona  
Limited Liability Company**

  
\_\_\_\_\_  
Jason Marke, Manager

State of ARIZONA } ss:  
County of Maricopa

On March 13, 2015, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jason Marke, Manager, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public



Escrow No.: 00154065

**SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)**

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE

1. Current Business: Name The Goathead Saloon  
(Exactly as it appears on license) Address 1435 S. Country Club Dr. #12 Mesa AZ 85210
2. New Business: Name Fat Cats Entertainment Center  
(Physical Street Location) Address 4321 E Baseline Rd Gilbert AZ 85296
3. License Type: 06 License Number: 016070798
4. If more than one license to be transferred: License Type: / License Number: /
5. What date do you plan to move? on approval of license What date do you plan to open? 4/15/15

**SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):**

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

- a) Restaurant license (§ 4-205.02)  
b) Hotel/motel license (§ 4-205.01)

- c) Government license (§ 4-205.03)  
d) Fenced playing area of a golf course (§ 4-207 (B)(5))

1. Distance to nearest school: 1580 ft. Name of school Pioneer Elementary School  
Address 1535 N Greenfield Rd Gilbert AZ 85234  
City, State, Zip
2. Distance to nearest church: 1300 ft. Name of church Victory Vision Christian Church  
Address 1847 S Greenfield Rd Mesa AZ 85206  
City, State, Zip
3. I am the: ☐ Lessee ☐ Sublessee ☒ Owner ☐ Purchaser (of premises)
4. If the premises is leased give lessors: Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip
- 4a. Monthly rental/lease rate \$ \_\_\_\_\_ What is the remaining length of the lease \_\_\_ yrs. \_\_\_ mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ \_\_\_\_\_ or other \_\_\_\_\_  
(give details - attach additional sheet if necessary)
5. What is the total **business** indebtedness for this license/location excluding the lease? \$ 0  
Please list lenders you owe money to. Corporation is self funded through profits from multiple businesses

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)


6. What type of business will this license be used for (be specific)? restaurant

## SECTION 13 - continued

7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?  
☐ YES ☒ NO If yes, attach explanation.
8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? ☐ YES ☒ NO
9. Is the premises currently licensed with a liquor license? ☐ YES ☒ NO If yes, give license number and licensee's name:  
License # \_\_\_\_\_ (exactly as it appears on license) Name \_\_\_\_\_

## SECTION 14 Restaurant or hotel/motel license applicants:

1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? ☐ YES ☐ NO  
If yes, give the name of licensee, Agent or a company name:  
\_\_\_\_\_ and license #: \_\_\_\_\_  
Last First Middle
2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.
4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this ☐ hotel/motel ☐ restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

  
applicant's signature

As stated in A.R.S. § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit [www.azliquor.gov](http://www.azliquor.gov) and click on the "Information" tab.

  
applicants initials

## SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

1. Check ALL boxes that apply to your business:  
☒ Entrances/Exits ☒ Liquor storage areas Patio: ☒ Contiguous  
☐ Service windows ☐ Drive-in windows ☐ Non Contiguous
2. Is your licensed premises currently closed due to construction, renovation, or redesign? ☒ YES ☐ NO  
If yes, what is your estimated opening date? 6/15/2015  
month/day/year
3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this initial drawing.

  
applicants initials



**SECTION 15 Diagram of Premises**

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consumed dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.

See attached

15 APR 01 11:04 AM '15

**SECTION 16 Signature Block**

I, Lauren Kay Merrett, hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

X Lauren Kay Merrett  
(signature of applicant listed in Section 4, Question 1)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

31 of MARCH 2015  
Day Month Year  
[Signature]  
signature of NOTARY PUBLIC



My commission expires on : \_\_\_\_\_  
Day Month Year



- 16 of 16



## Council Communication

**TO:** Honorable Mayor and Councilmembers  
**FROM:** Cathy Templeton, Town Clerk, 503-6861  
**MEETING DATE:** May 14, 2015  
**SUBJECT:** Liquor License - House of Brews Sports Grill

**STRATEGIC INITIATIVE:** N/A

### **RECOMMENDED MOTION**

A motion to issue an order to recommend approval of a Series 12 Restaurant Liquor License for House of Brews Sports Grill located at 825 South Cooper Road #B-5 and #B-6.

or

A motion to issue an order to recommend denial of a Series 12 Restaurant Liquor License for House of Brews Sports Grill located at 825 South Cooper Road #B-5 and #B-6 for the following reasons (specific reasons for denial must be included).

or

A motion to make no recommendation on a Series 12 Restaurant Liquor License for House of Brews Sports Grill located at 825 South Cooper Road #B-5 and #B-6 (*a "no recommendation" may result in a hearing; the hearing may be cancelled if the board or an aggrieved party does not request a hearing*).

### **BACKGROUND/DISCUSSION**

Nicolette Austen is requesting approval of a Series 12 Restaurant Liquor License for House of Brews Sports Grill located at 825 South Cooper Road #B-5 and #B-6. *This is a new license and the business is operating with an interim permit.*

A Series 12 Restaurant Liquor License allows the holder of a restaurant license to sell and serve all types of spirituous liquor solely for consumption on the premises of an establishment which

derives at least forty percent (40%) of its gross revenue from the sale of food. *Series 12 licenses are exempt from the 300 foot distance requirement from a church, a school building with any grades K-12 or a fenced recreational area adjacent to a school building.*

Public notice was posted for the required 20-day period in accordance with the Arizona Department of Liquor License and Control posting requirement. No adverse information to justify a denial of this application was received from Planning and Zoning, Building and Code Compliance, Police Department, or from Maricopa County Environmental Services Department. There were no liquor related conditions in the zoning ordinance for this site.

Council's recommendation will be forwarded to the Arizona Department of Liquor License & Control. If Council recommends denial of an application, the minutes must reflect specific reasons, testimony, and other evidence that supports the motion to deny the license applications as required by A.R.S. 4-201.E further defined by Rule R19-1-102 (Attachment 1).

### **FINANCIAL IMPACT**

The license fee is \$750 per year.

### **STAFF RECOMMENDATION**

Staff feels such requests are solely Council's prerogative and offers no recommendation on this request.

Respectfully submitted,

Cathy Templeton  
Town Clerk

Attachments/Enclosures:

Attachment 1 – Arizona Department of Liquor Licenses & Control, Rule R19-1-102  
Attachment 2 – Liquor License Application

# **Attachment 1**

## R19-1-102. Granting a License for a Certain Location

Local governing authorities and the Department may consider the following criteria in determining whether public convenience requires, and that the best interest of the community will be substantially served by the issuance or transfer of a liquor license at a particular unlicensed location:

1. Petitions and testimony from persons in favor or opposed to the issuance of a license who reside in, own or lease property in close proximity.
2. The number and series of licenses in close proximity.
3. Evidence that all necessary licenses and permits have been obtained from the state and all governing bodies.
4. The residential and commercial population of the community and its likelihood of increasing, decreasing or remaining static.
5. Residential and commercial population density in close proximity.
6. Evidence concerning the nature of the proposed business, its potential market and its likely customers.
7. Effect on vehicular traffic in close proximity.
8. The compatibility of the proposed business with other activity in close proximity.
9. The effect or impact of the proposed premises on businesses or the residential neighborhood whose activities might be affected by granting the license.
10. The history for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant has received a detailed report(s) of such activity at least 20 days before the hearing by the board.
11. Comparison of hours of operation of the proposed premises to the existing businesses in close proximity.

**Approved By**

Cathy Templeton

**Approval Date**

5/5/2015 3:18 PM

29A

15 APR 9 Lic. Lic. PM1221

RECEIVED

## Arizona Department of Liquor Licenses and Control

800 West Washington, 5th Floor

Phoenix, Arizona 85007

www.azliquor.gov

602-542-5141

TOWN OF GILBERT

CUSTOMER SERVICE CENTER

## APPLICATION FOR LIQUOR LICENSE

TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

## SECTION 1 This application is for a:

- ☐ MORE THAN ONE LICENSE  
☒ INTERIM PERMIT *Complete Section 5*  
☒ NEW LICENSE *Complete Sections 2, 3, 4, 13, 14, 15, 16*  
☐ PERSON TRANSFER (Bars & Liquor Stores ONLY)  
*Complete Sections 2, 3, 4, 11, 13, 15, 16*  
☐ LOCATION TRANSFER (Bars and Liquor Stores ONLY)  
*Complete Sections 2, 3, 4, 12, 13, 15, 16*  
☐ PROBATE/WILL ASSIGNMENT/DIVORCE DECREE  
*Complete Sections 2, 3, 4, 9, 13, 16 (fee not required)*  
☐ GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16*

## SECTION 2 Type of ownership:

- ☐ J.T.W.R.O.S. *Complete Section 6*  
☐ INDIVIDUAL *Complete Section 6*  
☐ PARTNERSHIP *Complete Section 6*  
☐ CORPORATION *Complete Section 7*  
☒ LIMITED LIABILITY CO. *Complete Section 7*  
☐ CLUB *Complete Section 8*  
☐ GOVERNMENT *Complete Section 10*  
☐ TRUST *Complete Section 6*  
☐ OTHER (Explain) \_\_\_\_\_

## SECTION 3 Type of license and fees LICENSE #(s):

1. Type of License(s): #12 Restaurant

2. Total fees attached:

Department Use Only

\$ 272.00

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.

The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

## SECTION 4 Applicant

1. Owner/Agent's Name: ☐ Mr. Austen Nicolette P1073647  
☒ Ms. Last First Middle  
 (Insert one name ONLY to appear on license)  
 2. Corp./Partnership/L.L.C.: N. Austen Restaurant Enterprises LLC B1054260  
 (Exactly as it appears on Articles of Inc. or Articles of Org.)  
 3. Business Name: House of Brews Sports Grill B1022639  
 (Exactly as it appears on the exterior of premises)  
 4. Principal Street Location 825 S. Cooper RD #B-54 B-6 Gilbert Maricopa 85233  
 (Do not use PO Box Number) City County Zip  
 5. Business Phone: 480-426-9787 Daytime Phone: 480-540-7638 Email: MyHouseofBrews@gmail.com  
 6. Is the business located within the incorporated limits of the above city or town? ☒ YES ☐ NO  
 7. Mailing Address: 825 S. Cooper RD #B-5, Gilbert AZ 85233  
 City State Zip  
 8. Price paid for license only bar, beer and wine, or liquor store: Type \$ Type \$

## DEPARTMENT USE ONLY

Fees: \$100.00 Application \$100.00 Interim Permit \$50.00 Site Inspection \$22.00 Finger Prints \$ 272.00  
 TOTAL OF ALL FEES

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? ☒ YES ☐ NO

Accepted by: DW

Date:

4/9/15

Lic. #

1207A232

52176

424105

**SECTION 5 Interim Permit:**

15 APR 9 Lic. Lic. PM1221

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. 12079555
4. Is the license currently in use? ☒ YES ☐ NO If no, how long has it been out of use? \_\_\_\_\_

**ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.**

I, Glenn Lockwood Bezyken declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER,  
(Print full name)

MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

X See attached lease agreement + letter from current landlord  
(Signature)  
My commission expires on: \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_  
The foregoing instrument was acknowledged before me this  
\_\_\_\_\_ day of \_\_\_\_\_  
Day \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_

\_\_\_\_\_  
(Signature of NOTARY PUBLIC)

**SECTION 6 Individual or Partnership Owners:**

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

**1. Individual:**

Last	First	Middle	% Owned	Mailing Address	City	State	Zip

Partnership Name: (Only the first partner listed will appear on license) \_\_\_\_\_

General-Limited	Last	First	Middle	% Owned	Mailing Address	City	State	Zip
<input type="checkbox"/>								
<input type="checkbox"/>								
<input type="checkbox"/>								
<input type="checkbox"/>								

) Y R A S S E C E N F I T

2. Is any person, other than the above, going to share in the profits/losses of the business? ☐ YES ☐ NO  
If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City, State, Zip	Telephone#

424105



STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES  
AND CONTROL  
ALCOHOLIC BEVERAGE LICENSE

License 12079555

Issue Date: 9/20/2013

Expiration Date: 3/31/2016

Issued To:

GLENN LOCKWOOD BEZUYEN, Agent  
HAUS OF BREWS LLC, Owner

Location:

HOUSE OF BREWS SPORTS GRILL  
825 S COOPER RD #B5-6  
GILBERT, AZ 85233

Restaurant

Mailing Address:

GLENN LOCKWOOD BEZUYEN  
HAUS OF BREWS LLC  
HOUSE OF BREWS SPORTS GRILL  
825 S COOPER RD #B5-6  
GILBERT, AZ 85233



EXP 3/31/2016

POST THIS LICENSE IN A CONSPICUOUS PLACE





☒ a site plan marked Exhibit  
☒ a current list of Rules and Regulations for the Shopping Center  
☒ a current list of the Sign Criteria for the Shopping Center  
☒ a work letter  
☐ other (specify)

[illegible][illegible][illegible][illegible][illegible][illegible]

2.5 Lessee as Owner/Operator. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if, at any time, prior to the Start Date Lessee, or the owner or operator of the Premises, in such event, Lessee shall be responsible for any necessary corrective work.

**2.8 Vehicle Parking.** Lessee shall not use and shall not permit its employees to use any parking spaces in the Shopping Center except for parking by vehicles that are not larger than full-size passenger automobiles or pick-up trucks having called "Permitted Size Vehicles." Lessee shall permit its employees to only occupy those parking spaces, if any, as depicted as employee parking space on the Shopping Center site plan. Lessor may require the loading and unloading of vehicles by adopting Rules and Regulations as provided in Paragraph 2.6. No vehicles other than Permitted Size Vehicles may be parked in the Common Area without the prior written permission of Lessor. In addition, all new tow-away vehicles that belong to or are controlled by Lessee or Lessee's employees shall be removed from the Shopping Center by Lessor for such activities.

(c) Lessee shall not permit or allow any vehicles not listed on the schedule of vehicles to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities. Lessee shall not permit or allow any vehicles in the Common Area.

(d) Lessee shall not permit or store any vehicles in the Common Area described in this Paragraph 2.6, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicles involved and charge the cost to Lessee.

(e) Lessee shall have the right to use the Common Area for the purpose of loading and unloading vehicles, and for the purpose of parking vehicles, upon demand by Lessor.

(f) Lessee shall have the right to use the Common Area for the purpose of loading and unloading vehicles, and for the purpose of parking vehicles, upon demand by Lessor.

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## INTEGRALS

FORM RMTH-2-12/04B

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Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other tenants of the Shopping Center and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roadways, walkways, driveways and landscaped areas.

2.8 **Common Areas - Lessee's Rights.** Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Shopping Center. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas, nor the right to display merchandise or conduct sales in the Common Areas. Any such storage, display or sales shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, as exercised in Lessor's sole discretion, which consent may be revoked at any time. In the event that any unauthorized storage or displays shall occur then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 **Common Areas - Rules and Regulations.** Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations ("Rules and Regulations") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Shopping Center and their invitees. Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the non-compliance with said Rules and Regulations by other tenants of the Project.

2.10 **Common Areas - Changes.** Lessor shall have the right, in Lessor's sole discretion, from time to time:  
(a) To make changes or additions to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, elevations, landscaped areas, signage, walkways and utility roadways.

(b) To use and close temporarily any of the Common Areas for the purpose of maintaining, repairing and altering the Shopping Center, so long as reasonable access to the Premises remains available, and to close temporarily any of the Common Areas to whatever extent is required in the opinion of Lessor's counsel to prevent a dedication of or the accrual of any rights of any persons or of the public to any of the Common Areas;

(c) To designate other land outside the boundaries of the Shopping Center to be a part of the Common Areas or to be entitled to use the Common Areas on a reciprocal basis;

(d) To add additional buildings and improvements to the Common Areas; and  
(e) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Shopping Center as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

2.11 **Common Areas - Promotional Events; Sidewalk Sales.** Lessor reserves the right, from time to time, in Lessor's sole discretion, to utilize portions of the Common Areas for promotional events, which may include but shall not be limited to entertainment. Lessor further reserves the right, in Lessor's sole discretion, to permit any one or more tenants of the Shopping Center to conduct the display and/or sale of merchandise from the sidewalks immediately adjacent to such tenants' respective premises.

2.12 **Common Areas - Remodeling.** At any time during the Term, Lessor may remodel or expand, in any manner, the existing Shopping Center, which work may include, without limitation, the addition of shops and/or new buildings to the Shopping Center (collectively, "Remodeled Center"). If Lessor deems it necessary for construction personnel to enter the Premises in order to construct the Remodeled Center, Lessor shall give Lessee no less than 60 days prior notice and Lessee shall allow such entry. Lessor shall use reasonable efforts to complete any work affecting the Premises in an efficient manner so as not to interfere unreasonably with Lessee's business. Lessee shall not be entitled to any damages for any inconvenience or any disruption to Lessee's business caused by such work; provided, however, the Base Rent paid by Lessee for the period of the inconvenience shall be abated in proportion to the degree that Lessee's use of the Premises is impaired. Lessor shall have the right to use portions of the Premises to accommodate any structures required for the Remodeled Center, provided that if as a result thereof there is a permanent decrease in the floor area of the Premises of 3% or more, there shall be a proportionate downward adjustment of Base Rent and Lessee's Share.

### 3. Term.

3.1 **Term.** The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession.** If an Early Possession Date has been specified in Paragraph 1.4, the Parties intend that Lessee shall have access to the Premises as of the Early Possession Date for purposes of preparing and fixturing the Premises for the conduct of Lessee's business. If Lessee totally or partially occupies the Premises prior to the Commencement Date for any reason (and for purposes hereof, "occupancy" shall include, without limitation, Lessee's entry onto the Premises for purposes of preparing and fixturing the Premises for business), the obligation to pay Base Rent and Percentage Rent shall be abated for the period of such early possession. All other terms of this Lease (including but not limited to Lessee's obligations to carry insurance and to maintain the Premises) shall be in effect during such period, except that Lessee's obligation to pay Lessee's Share of Common Area Operating Expenses, Real Property Taxes and insurance premiums shall only be in effect prior to the Commencement Date if Lessee has opened for business in the Premises prior to the Commencement Date. Any such early possession shall not affect the Expiration Date.

3.3 **Delay In Possession.** Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises to Lessee by the Start Date. If, despite said efforts, Lessor is unable to deliver possession as agreed, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of the delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed, but minus any days of delay caused by the acts or omissions of Lessee. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. Except as otherwise provided, if possession is not tendered to Lessee by the Commencement Date and Lessee does not terminate this Lease, as aforesaid, any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession of the Premises is not delivered within 4 months after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance.** Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

### 4. Rent.

4.1 **Rent Defined.** All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("Rent").

4.2 **Common Area Operating Expenses.** Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent and, if applicable, Percentage Rent, Lessee's Share (as specified in Paragraph 1.7) of all Common Area Operating Expenses, as hereinafter defined, during each calendar year of the term of this Lease, in accordance with the following provisions:

(a) "Common Area Operating Expenses" are defined, for purposes of this Lease, as all costs incurred by Lessor relating to the ownership and operation of the Shopping Center, including, but not limited to, the following:

(i) The operation, repair and maintenance, in neat, clean, good order and condition, and replacement as reasonably necessary, of the following:  
(aa) The Common Areas and Common Area improvements, including parking areas, loading and unloading areas, trash areas, roadways, parkways, walkways, driveways, landscaped areas, parking lot striping, bumpers, irrigation systems, Common Area lighting facilities, fences and gates, elevators, roofs, and roof drainage systems.  
(ab) Exterior signs and any tenant directories.  
(ac) Any fire detection and/or sprinkler systems.  
(ad) Common electrical, plumbing and other utilities servicing any building in the Shopping Center and/or

(ii) The cost of water, gas, electricity and telephone to service the Common Areas and any utilities not separately metered.  
(iii) Trash disposal, pest control services, property management (including, but not be limited to, a property management fee to Lessor equal to 5% of Base Rent and Percentage Rent), security services, and the costs of any environmental inspections.

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PAGE 3 OF 15

INITIALS

FORM RMTN-1-12/04E

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(iv) Reserves set aside for equipment, maintenance, repair and replacement of Common Areas.  
 (v) Real Property Taxes (as defined in Paragraph 10).  
 (vi) The cost of the premiums for the insurance maintained by Lessor pursuant to Paragraph 8.  
 (vii) Any deductible portion of an insured loss concerning the Building or the Common Areas.  
 (viii) Auditors, accountants and attorneys fees and costs related to the operation of the Shopping Center.  
 (ix) The cost of any capital improvement to the Building or the Shopping Center not covered under the provisions of Paragraph 2.3, provided, however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such capital improvement in any given month.  
 (x) Any other services to be provided by Lessor that are stated elsewhere in this Lease to be a Common Area Operating Expense.

(b) If Lessor determines that the method of proration of any item included within Common Area Operating Expenses is inequitable, Lessor may prorate such item on the basis of usage or other equitable considerations. Any Common Area Operating Expenses and Real Property Taxes that are specifically attributable to the Premises, the Building or to any other premises or building in the Shopping Center or to the operation, repair and maintenance thereof shall be allocated entirely to such premises or building. However, any Common Area Operating Expenses and Real Property Taxes that are not specifically attributable to any premises or building or to the operation, repair and maintenance thereof shall be equitably allocated by Lessor to all buildings in the Shopping Center.

(c) The inclusion of the Improvements, facilities and services set forth in Subparagraph 4.2(a) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Shopping Center already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(d) Lessee's Share of Common Area Operating Expenses is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the annual Common Area Operating Expenses. Within 90 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses incurred during the preceding year. If Lessee's payments during such year exceed Lessee's Share, Lessor shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of the statement.

(e) If there are one or more Major Tenants (as hereinafter defined) within the Shopping Center, then at Lessor's sole option, the amount to be reimbursed by such Major Tenants to Lessor for all or a portion of the Common Area Operating Expenses may be determined by alternative equitable methods (e.g., a Major Tenant may pay directly for its own security), and the actual amount paid by such Major Tenants shall be credited against the Common Area Operating Expenses allocated to other tenants of the Shopping Center; provided, however, that in such event the rentable area of the buildings leased to such Major Tenants shall be excluded from the rentable area of the Shopping Center for purposes of determining Lessee's Share of Common Area Operating Expenses for those specific items, notwithstanding the percentage set forth in Paragraph 1.7. As used herein, the term "Major Tenant" shall mean a tenant leasing at least 15,000 square feet of rentable area within the Shopping Center.

(f) Common Area Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or insurance proceeds.

4.3 **Payment.** Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of \$25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

4.4 **Rental Taxes.** In addition to Base Rent and Common Area Operating Expenses, Lessee shall pay to Lessor each month an amount equal to any rental taxes, gross receipts taxes, transaction privilege taxes, sales taxes, or similar taxes ("Rental Taxes") levied on the Base Rent then due or otherwise assessed in connection with the rental activity. Said monies shall be paid at the same time and in the same manner as the Base Rent.

5. **Security Deposit.** Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount due Lessor or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial amount of the Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee of Base Rent, Lessee shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 14 days after the expiration or termination of this Lease, if Lessor elects to apply the Security Deposit only to unpaid Rent, and otherwise within 30 days after the Premises have been vacated pursuant to Paragraph 7.4(c) below, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease.

6. Use.  
 6.1 Use.

(a) **Agreed Use; Agreed Trade Name.** Lessee shall use and occupy the Premises only for the Agreed Use, and for no other purpose, and Lessee shall operate at the Premises only under the Agreed Trade Name and under no other trade name. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvements on the Premises or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Premises, and/or is not in conflict with or incompatible with the existing or proposed uses (whether or not exclusive) of other occupants of the Shopping Center. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Trade Name, so long as the same is not in conflict with or incompatible with the nature and character of the Shopping Center or other existing or proposed uses of other occupants of the Shopping Center. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use and/or Agreed Trade Name.

(b) **Continuous Operation.** Lessee shall continuously (i) operate and conduct the Agreed Use under the Agreed Trade Name within the entire Premises in a reputable manner and in conformity with industry standards of practice prevailing in the field of business among merchants engaged in the same or similar business in the city in which the Premises are located, (ii) staff the Premises with sufficient sales personnel, merchandise with adequate merchandise and exercise sound business practices so as to maximize Gross Sales for the benefit of Lessor. At a minimum, Lessee shall keep the Premises continuously open for business Monday through Friday from 9:00 a.m. to 6:00 p.m., Saturday from 9:00 a.m. to 6:00 p.m., and Sunday from 10:00 a.m. to 6:00 p.m. If Lessee fails to comply with the requirements of this Paragraph 6.1(b), then in addition to any and all other rights and remedies of Lessor, Lessee shall pay to Lessor an amount equal to 1/15th of the Base Rent for each day or portion thereof that Lessee fails to so comply. Such sum shall be in addition to, and not a part of, the Base Rent otherwise due under this Lease.

(c) **Violations of Exclusive Use Rights.** Lessee acknowledges that Lessor may grant, or may have previously granted, exclusive use rights to other tenants of the Shopping Center and agrees that a material consideration to Lessor in entering into this Lease is Lessee's covenant to limit its use of the Premises to the Agreed Use under the Agreed Trade Name as set forth above. Lessee's violation of exclusive use rights covenant to limit its use of the Premises to the Agreed Use under the Agreed Trade Name as set forth above, in addition to all other rights and remedies available to Lessor, Lessor may seek to enjoin Lessee's breach of such covenant and Lessee shall be liable for any damages incurred or sustained by Lessor to such other tenants whose exclusive use rights are breached by Lessee. In no event shall Lessor be liable to Lessee for any

PAGE 4 OF 15

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FORM RMTN-1-12/04E

failure of any other tenants of the Shopping Center to operate their businesses, or for any loss or damage that may be occasioned by or through the acts or omissions of other tenants or third parties.

(d) **Other Tenancies.** Lessor, at its sole discretion, reserves the absolute right to establish procedures to control other tenancies in the Shopping Center. Regardless of whether any specific tenants are shown on any site plan attached hereto, Lessee does not rely on that fact, nor does Lessor represent that any specific tenant or number or type of tenants shall or shall not during the Term occupy any portion of the Shopping Center, nor does Lessee rely on any other tenant operating its business in the Shopping Center at any particular time or times. Further, no conduct by any tenant, subtenant, or other occupant of, or any customer of, or any supplier to or use of any portion of the Shopping Center shall constitute an eviction, constructive or otherwise, of Lessee from the Premises, and Lessee hereby waives any and all claims that it might otherwise have against Lessor by reason thereof.

## 6.2 Hazardous Substances.

(a) **Reportable Uses Require Consent.** The term "Hazardous Substance" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground- lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Shopping Center not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification.** Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which are suffered as a direct result of Hazardous Substances on the Premises prior to Lessee taking possession or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations.** Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee taking possession, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option.** If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or \$100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or \$100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3. **Lessee's Compliance with Applicable Requirements.** Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to such Requirements, without regard to whether said Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odor that might indicate the presence of mold in the Premises.

6.4. **Inspection; Compliance.** Lessor and Lessor's "Lender" (as defined in Paragraph 30) and consultants shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting the condition of the Premises and for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance condition (see Paragraph 9.1(e)) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (MSDS) to Lessor within 10 days of the receipt of written request therefor.

## 7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

### 7.1 Lessee's Obligations.

(a) **In General.** Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with

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PAGE'S OF 16

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INITIALS

Applicable Requirements); 7.2 (Lessors' Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises; Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights but excluding any items which are the responsibility of Lessor pursuant to Paragraph 7.2. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

(b) **Service Contracts.** Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler and pressure vessels, (iii) clarifiers, and (iv) any other equipment, if reasonably required by Lessor. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform.** If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement.** Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (i.e. 1/144th of the cost per month). Lessee shall pay interest on the unamortized balance but may prepay its obligation at any time.

7.2 **Lessors' Obligations.** Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Common Area Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, Common Area fire alarm and/or smoke detection systems, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the Common Areas and all parts thereof, as well as providing the services for which there is a Common Area Operating Expense pursuant to Paragraph 4.2. Lessor shall not be obligated to paint the exterior or interior surfaces of exterior walls nor shall Lessor be obligated to maintain, repair or replace windows, doors or plate glass of the Premises. Lessee expressly waives the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease.

7.3 **Utility Installations; Trade Fixtures; Alterations.**  
(a) **Definitions.** The term "Utility Installations" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "Trade Fixtures" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "Alterations" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "Lessee Owned Alterations and/or Utility Installations" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 months' Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Lien; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialman's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days' notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

#### 7.4 **Ownership; Removal; Surrender; and Restoration.**

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per Paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing, if this Lease is for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee Owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also completely remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises), even if such removal would require Lessee to perform or pay for work that exceeds statutory requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

#### B. **Insurance; Indemnity.**

8.1 **Payment of Premiums.** The cost of the premiums for the insurance policies required to be carried by Lessor pursuant to Paragraphs 8.2(b), 8.3(a) and 8.3(b), shall be a Common Area Operating Expense. Premiums for policy periods commencing prior to, or extending beyond, the term of this Lease shall be prorated to coincide with the corresponding Start Date or Expiration Date.

#### 8.2 **Liability Insurance.**

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the

16  
INITIALS

PAGE 6 OF 15

na  
INITIALS



ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement and coverage shall also be extended to include damage caused by heat, smoke or fumes from a hostile fire. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor.** Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

### 8.3 Property Insurance - Building, Improvements and Rental Value.

(a) **Building and Improvements.** Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee under Paragraph 8.4. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$1,000 per occurrence.

(b) **Rental Value.** Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value Insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises.** Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Shopping Center if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements.** Since Lessor is the insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

### 8.4 Lessee's Property; Business Interruption Insurance.

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed \$1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations. Lessee shall provide Lessor with written evidence that such insurance is in force.

(b) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies.** Insurance required herein shall be by companies duly licensed or admitted to transact business in the state where the Premises are located, and maintaining during the policy term a "General Policyholders Rating" of at least A-, VI, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates evidencing the existence and amounts of the required insurance. No such policy shall be cancellable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation.** Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity.** Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Lessee. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability.** Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the building of which the Premises are a part, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Shopping Center, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance.** Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

## 9. Damage or Destruction.

### 9.1 Definitions.

(a) **"Premises Partial Damage"** shall mean damage or destruction to the Improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 months Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total. Notwithstanding the foregoing, Premises Partial Damage shall not include damage to windows, doors, and/or other similar items which Lessee has the responsibility to repair or replace pursuant to the provisions of Paragraph 7.1.

(b) **"Premises Total Destruction"** shall mean damage or destruction to the Improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 months Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

KG  
INITIALS

PAGE 7 OF 15

79  
INITIALS

(c) "Insured Loss" shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) "Replacement Cost" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) "Hazardous Substance Condition" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance as defined in Paragraph 8.2(a), in, on, or under the Premises or Common Areas which requires repair, remediation, or restoration.

9.2 **Partial Damage - Insured Loss.** If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total Replacement Cost of which is \$10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full Replacement Cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless effect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss.** If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction.** Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term.** If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Damage to Shopping Center.** In the event of any damage or destruction to other portions of the Building or to any other buildings in the Shopping Center, whether insured or uninsured (and whether or not there is also damage or destruction to the Premises), which cannot reasonably be repaired in 6 months or less from the date of the damage or destruction, Lessor may either (i) repair such damage or destruction as soon as reasonably possible without expense to Lessee, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage or destruction. Such termination shall be effective 60 days following the date of such notice.

#### 9.7 **Abatement of Rent; Lessee's Remedies.**

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Base Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value Insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies.** If Lessor shall be obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.8 **Termination; Advance Payments.** Upon termination of this Lease pursuant to Paragraph 8.2(d) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

9.9 **Waive Statutes.** Lessor and Lessee agree that the terms of this Lease shall govern the effect of any damage to or destruction of the Premises with respect to the termination of this Lease and hereby waive the provisions of any present or future statute, including but not limited to ARS §33-343, to the extent inconsistent herewith.

#### 10. **Real Property Taxes:**

10.1 **Definition.** As used herein, the term "Real Property Taxes" shall include any form of assessment, real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Shopping Center, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Shopping Center address and where the proceeds so generated are to be applied by the city, county or other local taxing authority of a jurisdiction within which the Shopping Center is located. The term "Real Property Taxes" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Shopping Center, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease. In calculating Real Property Taxes for any calendar year, the Real Property Taxes for any real estate tax year shall be included in the calculation of Real Property Taxes for such calendar year based upon the number of days which such calendar year and tax year have in common.

10.2 **Payment of Taxes.** Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to this Shopping Center, and said payments shall be included in the calculation of Common Area Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 **Additional Improvements.** Common Area Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Shopping Center by other lessees or by Lessor for the exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Common Area Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of

KG  
INITIALS

PAGE 8 OF 16

NA  
INITIALS



Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request, or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment.** If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessors' reasonable determination thereof, in good faith, shall be conclusive.

10.5 **Personal Property Taxes.** Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. **Utilities and Services.** Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. To the extent any such utilities and/or services are not separately metered, Lessee shall pay Lessee's Share thereof in accordance with Paragraph 4.2. Notwithstanding the provisions of Paragraph 4.2, if at any time in Lessor's sole judgment, Lessor determines that Lessee is using a disproportionate amount of water, electricity or other commonly metered utilities, or that Lessee is generating such a large volume of trash as to require an increase in the size of the trash receptacle and/or an increase in the number of times per month that it emptied, then Lessor may increase Lessee's Base Rent by an amount equal to such increased costs. There shall be no abatement of Rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

12. **Assignment and Subletting.**

12.1 **Lessor's Consent Required.**

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "assign or assignment") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buy-out or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "Net Worth of Lessee" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(c), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent and Percentage Rent Rate to 110% of the Base Rent and Percentage Rent Rate then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a diminutive portion of the Premises, i.e., 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting.**

(a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or stoppage of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefore to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of \$500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 34)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform to and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting.** The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior

written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

KG

INITIALS

PAGE 8 OF 15

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INITIALS

13.1 **Default; Breach; Remedies.**

13.1 **Default; Breach.** A "Default" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease; A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

- The vacating or abandonment of the Premises. Lessee shall be deemed to have vacated the Premises if Lessee ceases to continuously operate its business in the Premises for a period of 5 consecutive days.
- The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee.
- The commission of waste; act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee.
- The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 4.1, (viii) material data safety sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require, of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "debtor" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies.** If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance, upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover damages under Paragraph 12. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any Unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture.** Any agreement for free or abated rent or other charges, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "Inducement Provisions", shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges.** Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or \$100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest.** Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due as to scheduled payments (such as Base Rent and Percentage Rent) or within 30 days following the date on which it was due for non-scheduled payment, shall bear interest from the date when due, as to scheduled payments, or the 31st day after it was due as to non-scheduled payments. The interest ("Interest") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor.**

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor; and any Lender whose name and address shall have been furnished Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than

K6

PAGE 10 OF 16

79

INITIALS

INITIALS

30 days are reasonably required for its performance; then Lessor shall not be in breach if performance is commenced within such 30-day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. **Condemnation.** If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "Condemnation"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the floor area of the Premises, or more than 25% of the parking spaces situated within the parking area, is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. **Brokerage Fees.**

15.1 **Additional Commission.** In addition to the payments owed pursuant to Paragraph 1.13 above, and unless Lessor and the Brokers otherwise agree in writing, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the schedule of the Brokers in effect at the time of the execution of this Lease.

15.2 **Assumption of Obligations.** Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.13, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships.** Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder (other than the Brokers, if any) in connection with this Lease, and that no one other than said named Brokers is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. **Estoppel Certificates.**

(a) Each Party (as "Responding Party") shall within 10 days after written notice from the other Party (the "Requesting Party") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "Estoppel Certificate" form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrances may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. **Definition of Lessor.** The term "Lessor" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Except as provided in Paragraph 15, upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. **Severability.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. **Days.** Unless otherwise specifically indicated to the contrary, the word "days" as used in this Lease shall mean and refer to calendar days.

20. **Limitation on Liability.** The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. **Time of Essence.** Timeliness of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. **No Prior or Other Agreements; Broker Disclaimer.** This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party. The liability (including court costs and attorneys' fees), of any Broker with respect to negotiation, execution, delivery or performance by either Lessor or Lessee under this Lease or any amendment or modification hereof shall be limited to an amount up to the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

23. **Notices.**

23.1 **Notice Requirements.** All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

KG

INITIALS

PAGE 11 OF 16

22

INITIALS:



23.2 **Date of Notice.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices transmitted by facsimile transmission or similar means shall be deemed delivered upon telephone confirmation of receipt (confirmation report from fax machine is sufficient), provided a copy is also delivered via delivery or mail. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

24. **Waivers.** No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent. The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of moneys or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

25. **Disclosures Regarding The Nature of a Real Estate Agency Relationship.**

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) **Lessor's Agent.** A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: **To the Lessor:** A fiduciary duty and a duty to protect and promote the Lessor's interests. **To the Lessee and Other Parties:** A duty to deal fairly with the Lessee and other parties to the transactions. To All Parties: A duty to disclose in writing any information known to the agent materially affecting the consideration to be paid by any Party or the value or desirability of the property. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) **Lessee's Agent.** An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. **To the Lessee:** A fiduciary duty and a duty to protect and promote the Lessee's interests. **To the Lessor and Other Parties:** A duty to deal fairly with the Lessor and other parties to the transaction. To All Parties: A duty to disclose in writing any information known to the agent materially affecting the consideration to be paid by any Party or the value or desirability of the property. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) **Agent Representing Both Lessor and Lessee.** A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: a. A fiduciary duty and a duty to protect and promote the interest of both Parties in the dealings with either Lessor or the Lessee. b. Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not without the express permission of the respective Party, disclose to the other Party that the Lessor will accept rent in an amount less than that indicated in the listing or that the Lessee is willing to pay a higher rent than that offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Buyer and Seller agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. **No Right To Holdover.** Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent and Percentage Rent Rate shall be increased to 150% of the Base Rent and Percentage Rent Rate applicable immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. **Covenants and Conditions; Construction of Agreement.** All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. **Binding Effect; Choice of Law.** This Lease shall be binding upon the parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located.

30. **Subordination; Assignment; Non-Disturbance.**

30.1 **Subordination.** This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "Security Device"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "Lender") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Assignment.** In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attempt to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor.

30.3 **Non-Disturbance.** With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "Non-Disturbance Agreement") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing.** The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents, provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and

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PAGE 12 OF 16

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Lessor shall execute such further writings as may be reasonably required to separately document any subordination, assignment and/or Non-Disturbance Agreement provided for herein.

31. **Attorneys' Fees.** If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereinafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "Prevailing Party" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought; as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach (\$200 is a reasonable minimum per occurrence for such services and consultation).

32. **Lessor's Access; Showing Premises; Repairs.** Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. **Auctions.** Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent, which consent shall be granted or denied at Lessor's sole discretion.

34. **Signs.** Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Lessee may at any time place on the Premises any ordinary "For Sublease" sign. All signs must comply with all Applicable Requirements. Lessee shall not place, construct, or maintain on the glass panes or supports of the show windows of the Premises, the doors, exterior walls or the roof of the Building, or anywhere else within the Shopping Center outside of the Premises, or on any interior portions of the Premises that are visible from the exterior of the Premises, any signs, advertisements, names, insignia, trademarks, descriptive material or any other items without Lessor's prior written consent, which consent shall be granted or denied at Lessor's sole discretion. Lessor shall designate the size, shape, color, design, and location of all exterior sign(s) to be installed by Lessee, and Lessee shall, at Lessee's sole cost and expense, fabricate, construct and install all such sign(s) in full compliance with Lessor's designation and in accordance with the Sign Criteria for the Shopping Center attached hereto; if any, Lessee agrees to submit plans and specifications for Lessee's sign(s) for Lessor's written approval within 30 days after the full execution hereof and to install such sign(s) prior to opening for business at the Premises. Lessor, at Lessee's cost, may remove any item placed, constructed or maintained in, upon or about the Premises or Shopping Center which does not comply with this paragraph. In the event there is a pole, pylon or monument sign for the Shopping Center, Lessor shall have the right, but not the obligation, to install lettering designating Lessee's business on such sign, at Lessee's expense, with Lessor's approval of location, size, style and color. All signs that are permanently attached to the Premises or Building shall become the property of Lessor at the expiration or earlier termination hereof; provided, however, that Lessee shall promptly remove all such signs if Lessor so elects, and Lessee shall promptly repair all damage caused by such removal. Lessee shall not place, construct or maintain in, upon or about the Premises any search lights, flashing lights, loudspeakers, phonographs or other visual or audio media.

35. **Termination; Merger.** Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. **Consents.** Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. In those express instances where consent is within the sole discretion of a party, the party shall have no obligation to adhere to a standard of reasonableness. Lessor's actual reasonable costs and expenses (including but not limited to architect's, attorney's, engineer's and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. **Guarantor.**

37.1 **Execution.** The Guarantors, if any, shall each execute a guaranty in the form most recently published by the AIR Commercial Real Estate Association for use in State of Arizona.

37.2 **Default.** It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor; and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty; (b) current financial statements; (c) an Estoppel Certificate; or (d) written confirmation that the guaranty is still in effect.

38. **Quiet Possession.** Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. **Options.** If Lessee is granted an option, as defined below, then the following provisions shall apply.

39.1 **Definition.** "Option" shall mean: (a) the right to extend the term of or renew this Lease or to extend or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee.** Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options.** In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options.**

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured; (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee); (iii) during the time Lessee is in Breach of this Lease; or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. **Security Measures.** Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessor assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties. While Lessor does not assume any responsibility to provide any security measures or any liability for failure to provide security measures or for any inadequacy thereof, Lessor shall have the authority to

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INITIALS

PAGE 13 OF 15

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INITIALS

institute or continue such security measures as Lessor in its sole discretion deems necessary or appropriate from time to time, the cost and expenses of which shall be considered Common Area Operating Expenses. To the degree directed by Lessor, Lessee shall coordinate its security measures at the Premises with the security measures instituted by Lessor, if any.

41. **Reservations.** Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, and (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights.

42. **Building Relocation.** Lessor shall have the right at any time or times, upon giving Lessee not less than 60 days prior written notice, to provide and furnish Lessee with space of comparable visibility located elsewhere within any of the buildings within the Shopping Center and to move Lessee into such new space, provided that the usable area of such new space is not less than the usable area of the Premises and provided that all of Lessee's reasonable out-of-pocket moving expenses (including but not limited to the cost of moving Lessee's personal property, the cost of reprinting Lessee's stationery or other business materials with the new address, and the cost to relocate and reinstall tenant improvements and Lessee's telecommunications and computer equipment) shall be paid by Lessor, and provided further that Lessor shall construct at Lessor's expense such improvements to such new space as shall be necessary to place it in a condition that is substantially comparable to the Premises. Except as provided in the immediately preceding sentence, Lessor shall have no obligation to improve such space or pay any other expenses incurred by Lessee as a result of such relocation. On such relocation, the terms and conditions of this Lease shall remain in full force and effect, including but not limited to the Base Rent payable hereunder and Lessee's Share (even if the usable area of such relocated Premises is in excess of the usable area of the Premises), except that the Premises shall be in such new location. Upon Lessor's request, the Parties shall execute an amendment to this Lease in form required by Lessor confirming the relocation of the Premises to such new location. If the new space does not meet with Lessee's approval, which approval Lessee shall give or withhold in accordance with Paragraph 36, Lessee shall have the right to cancel this Lease by giving Lessor written notice thereof within 15 days of receipt of Lessor's notification of its intent to relocate Lessee. Lessee's failure to give such notice within such 15 day period shall be deemed Lessee's approval of the new space. If timely notice is given by Lessee, then this Lease shall terminate unless Lessor rescinds Lessor's prior notice of its intent to relocate Lessee within 10 days after Lessor's receipt of Lessee's notice of cancellation.

43. **Performance Under Protest.** If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not institute suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

44. **Authority; Multiple Parties; Execution.**  
(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.  
(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary hereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.  
(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

45. **Conflict.** Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

46. **Offer.** Preparation of this Lease by either Party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

47. **Amendments.** This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

48. **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

49. **Mediation and Arbitration of Disputes.** An Addendum requiring the Mediation and/or the Arbitration of disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☒ is not attached to this Lease.

50. **Americans with Disabilities Act.** Since compliance with the Americans with Disabilities Act (ADA) is dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in ADA compliance, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

**ATTENTION:** NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AIR COMMERCIAL REAL ESTATE ASSOCIATION OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEE ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.
  2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.
- WARNING:** IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN ARIZONA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

**Note:** If either Party to this Lease is a married individual, both spouses may need to execute this Lease in order to bind the marital community.

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INITIALS

PAGE 14 OF 16

79  
INITIALS

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at

On:

4/05/15

Executed at

On:

By LESSOR:

CRE STRATEGIC INVESTMENTS, LLC,  
A CALIFORNIA LIMITED LIABILITY COMPANY

By:

Name Printed: KEN GOLDMAN  
Title: MEMBER

By:

Name Printed:  
Title:

Address: 2311 HARRIMAN LANE, #B  
REDONDO BEACH, CA 90278  
Telephone: (310) 999-4231  
Facsimile: (  
Federal ID No.

By LESSEE:

NICOLETTE AUSTEN, AN UNMARRIED WOMAN,  
D/B/A AUSTEN RESTAURANT ENTERPRISES LLC

By:

Name Printed: NICOLETTE AUSTEN  
Title: AN UNMARRIED WOMAN

By:

Name Printed:  
Title:

Address: 9830 S. 48TH WAY, SUITE 2  
PHOENIX, AZ 85044  
Telephone: (480) 426-9787  
Facsimile: (  
Federal ID No.

LESSOR'S BROKER

J&J COMMERCIAL PROPERTIES, INC.  
AN ARIZONA CORPORATION

Attn: BRANDON KOPLIN  
Title:

Address: 2323 W. UNIVERSITY DRIVE  
TEMPE, AZ 85281  
Telephone: (480) 966-2301  
Facsimile: (480) 966-2307  
Email:  
Federal ID No.

LESSEE'S BROKER

J&J COMMERCIAL PROPERTIES, INC.  
AN ARIZONA CORPORATION

Attn: BRANDON KOPLIN  
Title:

Address: 2323 W. UNIVERSITY DRIVE  
TEMPE, AZ 85281  
Telephone: (480) 966-2301  
Facsimile: (480) 966-2307  
Email:  
Federal ID No.

These forms are often modified to meet changing requirements of law and needs of the industry. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 700 South Flower Street, Suite 500, Los Angeles, CA 90017. (213) 687-8777. FAX No. (213) 687-8616

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PAGE 15 OF 15

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INITIALS

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FORM RMTN-1-12/04E

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ADDENDUM "1"  
TO THAT LEASE AGREEMENT DATED MARCH 26, 2015  
BY AND BETWEEN  
CRE STRATEGIC INVESTMENTS, LLC,  
A CALIFORNIA LIMITED LIABILITY COMPANY, (AS LESSOR)  
AND  
NICOLETTE AUSTEN,  
AN UNMARRIED WOMAN, D/B/A AUSTEN RESTAURANT ENTERPRISES LLC, AS (LESSEE)

51. **Rental Schedule.**  
March 1, 2015 – February 29, 2016 = \$5,056.97 + NNN\* + Rental Tax per Month\*\*  
March 1, 2016 – February 28, 2017 = \$5,208.68 + NNN\* + Rental Tax per Month\*\*  
March 1, 2017 – February 28, 2018 = \$5,364.94 + NNN\* + Rental Tax per Month\*\*  
March 1, 2018 – February 28, 2019 = \$5,525.89 + NNN\* + Rental Tax per Month\*\*  
March 1, 2019 – February 29, 2020 = \$5,691.66 + NNN\* + Rental Tax per Month\*\*

BASE YEAR: 2013

\*Current NNN expenses are \$1,963.87 per month and are subject to change.

\*\*Town of Gilbert Rental Tax is currently 2.0% and is subject to change.

52. **Prior Occupancy.**  
Lessee hereby acknowledges that it has been occupying the premises and that any warranties provided herein as to the condition of any part of the premises, or zoning, are hereby null and void.

53. **Option To Renew Lease:**  
The Lessee shall have the option to renew the lease for one (1) additional term(s) of five (5) year(s) each at the same annual rate increase as originally established above provided that the Lessee is not in default of any terms or covenants of said lease at the time option is exercised; and the Lessee shall give notice in writing to the Lessor by certified Mail/Return Receipt Requested, of Lessee's intention to exercise said option at least sixty (60) days prior to the expiration of the Lease term and prior to the expiration of any subsequent terms.

Should any discrepancy exist between this Addendum and the Lease or any prior agreement, the terms and conditions of this Addendum shall prevail.

**LESSOR:**

CRE STRATEGIC INVESTMENTS, LLC,  
A CALIFORNIA LIMITED LIABILITY COMPANY  
2311 Hamman Lane, #B  
Redondo Beach, CA 90278  
(310) 994-4231

By:   
Ken Goldman, Member

Date: 04/05/15

**LESSEE:**

NICOLETTE AUSTEN,  
AN UNMARRIED WOMAN  
D/B/A AUSTEN RESTAURANT ENTERPRISES LLC  
9830 S. 48<sup>TH</sup> Way, Suite 2  
Phoenix, AZ 85044  
(480) 426-9787

By:   
Nicolette Austen, an Unmarried Woman

Date: 3.31.15

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**SECTION 7 Corporation/Limited Liability Co.:**

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

- ☐ CORPORATION *Complete questions 1, 2, 3, 5, 6, 7, and 8.*  
☒ L.L.C. *Complete 1, 2, 4, 5, 6, 7, and 8.*

1. Name of Corporation/L.L.C.: N. Austen Restaurant Enterprises LLC  
(Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: pending State where Incorporated/Organized: Arizona
3. AZ Corporation Commission File No.: \_\_\_\_\_ Date authorized to do business in AZ: 12-09-14
4. AZ L.L.C. File No: pending Date authorized to do business in AZ: pending
5. Is Corp./L.L.C. Non-profit? ☐ YES ☒ NO
6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City	State	Zip
Austen	Nicolette		Member	9830 S. 48th Way #2, Phoenix AZ 85044			

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City	State	Zip
Austen	Nicolette		100%	9830 S. 48th Way #2, Phoenix AZ 85044			

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

**SECTION 8 Club Applicants:**

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Name of Club: \_\_\_\_\_ Date Chartered: \_\_\_\_\_  
(Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)

2. Is club non-profit? ☐ YES ☐ NO

3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City	State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

**SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store License**

1. Current Licensee's Name: \_\_\_\_\_  
(Exactly as it appears on license) Last First Middle
2. Assignee's Name: \_\_\_\_\_  
Last First Middle
3. License Type: \_\_\_\_\_ License Number: \_\_\_\_\_ Date of Last Renewal: \_\_\_\_\_
4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

**SECTION 10 Government: (for cities, towns, or counties only)**

1. Governmental Entity: \_\_\_\_\_
2. Person/designee: \_\_\_\_\_  
Last First Middle Contact Phone Number

**A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.**

**SECTION 11 Person to Person Transfer:**

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).

1. Current Licensee's Name: \_\_\_\_\_ Entity: \_\_\_\_\_  
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
2. Corporation/L.L.C. Name: \_\_\_\_\_  
(Exactly as it appears on license)
3. Current Business Name: \_\_\_\_\_  
(Exactly as it appears on license)
4. Physical Street Location of Business: Street \_\_\_\_\_  
City, State, Zip \_\_\_\_\_
5. License Type: \_\_\_\_\_ License Number: \_\_\_\_\_
6. If more than one license to be transfered: License Type: \_\_\_\_\_ License Number: \_\_\_\_\_
7. Current Mailing Address: \_\_\_\_\_  
(Other than business) Street \_\_\_\_\_  
City, State, Zip \_\_\_\_\_
8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? ☐ YES ☐ NO
9. Does the applicant intend to operate the business while this application is pending? ☐ YES ☐ NO If yes, complete Section 5 of this application, attach fee, and current license to this application.
10. I, \_\_\_\_\_, hereby authorize the department to process this application to transfer the  
(print full name)  
privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.
- I, \_\_\_\_\_, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER  
(print full name)  
STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

\_\_\_\_\_  
(Signature of CURRENT LICENSEE)

State of \_\_\_\_\_ County of \_\_\_\_\_  
The foregoing instrument was acknowledged before me this

\_\_\_\_\_  
Day Month Year

My commission expires on: \_\_\_\_\_

\_\_\_\_\_  
(Signature of NOTARY PUBLIC)

## SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE

- Current Business: Name \_\_\_\_\_  
(Exactly as it appears on license) Address \_\_\_\_\_
- New Business: Name \_\_\_\_\_  
(Physical Street Location) Address \_\_\_\_\_
- License Type: \_\_\_\_\_ License Number: \_\_\_\_\_
- If more than one license to be transferred: License Type: \_\_\_\_\_ License Number: \_\_\_\_\_
- What date do you plan to move? \_\_\_\_\_ What date do you plan to open? \_\_\_\_\_

## SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

- Restaurant license (§ 4-205.02)
- Hotel/motel license (§ 4-205.01)
- Government license (§ 4-205.03)
- Fenced playing area of a golf course (§ 4-207 (B)(5))

- Distance to nearest school: \_\_\_\_\_ ft. Name of school \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_
- Distance to nearest church: \_\_\_\_\_ ft. Name of church \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_
- I am the: ☒ Lessee ☐ Sublessee ☐ Owner ☐ Purchaser (of premises)
- If the premises is leased give lessors: Name CRE Strategic Investments, LLC  
Address 2311 Harriman Lane, #B, Redondo Beach, CA 90278  
City, State, Zip \_\_\_\_\_
- 4a. Monthly rental/lease rate \$5056.97+ What is the remaining length of the lease 5 yrs. \_\_\_\_ mos.  
4b. What is the penalty if the lease is not fulfilled? \$ \_\_\_\_\_ or other see attached  
(give details - attach additional sheet if necessary)
- What is the total **business** indebtedness for this license/location excluding the lease? \$0  
Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

- What type of business will this license be used for (be specific)? Restaurant

Lease  
Penalty provision - Section 13, 46

715 APR 9 Liv. Lic. PM1221

13. Default; Breach; Remedies.

13.1 Default; Breach. A "Default" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

- (a) The vacating or abandonment of the Premises. Lessee shall be deemed to have vacated the Premises if Lessee ceases to continuously operate its business in the Premises for a period of 5 consecutive days.
- (b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee.
- (c) The commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee.
- (d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material data safety sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(b), (c), (d), (e), (f), (g), (h), (i), (j), (k), (l), (m), (n), (o), (p), (q), (r), (s), (t), (u), (v), (w), (x), (y), (z), where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "debtor" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is discharged within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 Remedies. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of retelling, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover damages under Paragraph 12. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 Inducement/Recapture. Any agreement for free or abated rent or other charges, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "Inducement Provisions", shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 Late Charges. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or \$100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 Interest. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due as to scheduled payments (such as Base Rent and Percentage Rent) or within 30 days following the date on which it was due for non-scheduled payment, shall bear interest from the date when due, as to scheduled payments; or the 31st day after it was due as to non-scheduled payments. The interest ("Interest") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 Breach by Lessor.

(a) Notice of Breach. Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than

K6

INITIALS

PAGE 10 OF 15

79

INITIALS

15 APR 9 14. Lic. PM12/21

30 days are reasonably required for its performance; then Lessor shall not be in breach if performance is commenced within such 30-day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. **Condemnation.** If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "Condemnation"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the floor area of the Premises, or more than 25% of the parking spaces situated within the parking area, is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. **Brokerage Fees.**

15.1 **Additional Commission.** In addition to the payments owed pursuant to Paragraph 1.13 above, and unless Lessor and the Brokers otherwise agree in writing, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the schedule of the Brokers in effect at the time of the execution of this Lease.

15.2 **Assumption of Obligations.** Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.13, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships.** Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder (other than the Brokers, if any) in connection with this Lease, and that no one other than said named Brokers is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. **Estoppel Certificates.**

(a) Each Party (as "Responding Party") shall within 10 days after written notice from the other Party (the "Requesting Party") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "Estoppel Certificate" form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrances may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. **Definition of Lessor.** The term "Lessor" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Except as provided in Paragraph 15, upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. **Severability.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. **Days.** Unless otherwise specifically indicated to the contrary, the word "days" as used in this Lease shall mean and refer to calendar days.

20. **Limitation on Liability.** The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. **Time of Essence.** Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. **No Prior or Other Agreements; Broker Disclaimer.** This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party. The liability (including court costs and attorneys' fees), of any Broker with respect to negotiation, execution, delivery or performance by either Lessor or Lessee under this Lease or any amendment or modification hereof shall be limited to an amount up to the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

23. **Notices.**

23.1 **Notice Requirements.** All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a Party's address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

K6

INITIALS

PAGE 11 OF 15

22

INITIALS



### SECTION 13 - continued

15 APR 9 11:41 Lic. PM12:22

7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?  
☐ YES ☒ NO If yes, attach explanation.
8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? ☐ YES ☒ NO
9. Is the premises currently licensed with a liquor license? ☒ YES ☐ NO If yes, give license number and licensee's name:

License # 12079555 (exactly as it appears on license) Name Glenn Lockwood Bezuyen

### SECTION 14 Restaurant or hotel/motel license applicants:

1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? ☒ YES ☐ NO  
If yes, give the name of licensee, Agent or a company name:

Bezuyen Glen Lockwood and license #: 12079555

Last First Middle

2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.
4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this ☐ hotel/motel ☒ restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

[Signature]  
applicant's signature

As stated in A.R.S. § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit [www.azliquor.gov](http://www.azliquor.gov) and click on the "Information" tab.

[Initials]  
applicant's initials

### SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

1. Check ALL boxes that apply to your business:
- |   |  |   |
|---|--|---|
| <input checked="" type="checkbox"/> Entrances/Exits | <input checked="" type="checkbox"/> Liquor storage areas | Patio: <input checked="" type="checkbox"/> Contiguous |
| <input type="checkbox"/> Service windows            | <input type="checkbox"/> Drive-in windows                | <input type="checkbox"/> Non Contiguous               |
2. Is your licensed premises currently closed due to construction, renovation, or redesign? ☐ YES ☒ NO  
If yes, what is your estimated opening date?                      month/day/year
3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spirituous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this initial drawing.

[Initials]  
applicant's initials

**SECTION 15 Diagram of Premises**

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.

see attached

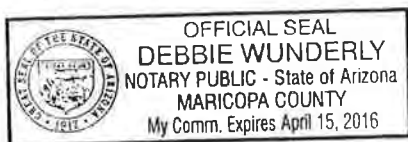
15 APR 9 11:41 AM '12

**SECTION 16 Signature Block**

I, Nicolette Austen, hereby declare that I am the OWNER/AGENT filing this  
(print full name of applicant)

application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

X *Nicolette Austen*  
(signature of applicant listed in Section 4, Question 1)



My commission expires on : 15 APRIL 2016  
Day Month Year

State of ARIZONA County of MARICOPA

The foregoing instrument was acknowledged before me this

9 of APRIL, 2015  
Day Month Year

*Debbie Wunderly*  
signature of NOTARY PUBLIC

WARDEN ROAD

15 APR 9 10:47 AM 1222

N ↑

Entrance  
EXIT  
5237.7

Entrance  
EXIT

X

PATIO  
DINING AREA

DINING AREA

FRONT  
ENTRANCE  
EXIT

DINING AREA

BAR

liquor  
display +  
storage

KEG  
FRIDGE

SVC  
AREA

SVC  
AREA

COLD TABLE  
HOT TABLE

KITCHEN

FLYERS

GLOW

STONE

OVEN

WALK-  
IN /  
KEG  
OVER-  
FLOW

OFFICE

DESH  
AREA

KEG  
EX-SH

WOMAN'S  
BATH

MENS  
BATH

STORAGE (liquor)

BATH

BANQUET / LARGE PARTY AREA

ENTRANCE  
EXIT

DINING  
AREA

AREA 1

WOODEN  
KITCHEN





## Council Communication

**TO:** Honorable Mayor and Councilmembers

**FROM:** Dawn Marie Buckland, Management and Budget Director, 503-6828

**MEETING DATE:** May 15, 2015

**SUBJECT:** Draft FY 2016-2025 Capital Improvement Program

**STRATEGIC INITIATIVE:** Infrastructure

The draft FY 2016-2025 Capital Improvement Program and Infrastructure Improvement Plan supports the Town's Infrastructure Strategic Initiative and well and Long and Short Term Balanced Financial Plans as it programs the infrastructure needs for the next ten years and acts as a long range plan.

### **RECOMMENDED MOTION**

A motion to accept the draft FY 2016-2025 Capital Improvement Program and Infrastructure Improvement Plan and declare it a public document

### **BACKGROUND/DISCUSSION**

The draft FY 2016-2025 Capital Improvement Program (CIP) and Infrastructure Improvement Plan (IIP) represents the culmination of a year of collaboration and effort prioritizing and estimating the costs of the infrastructure needs for Gilbert, Arizona, and identifying funding sources to meet those needs. This year marked the beginning of a zero-based approach for the CIP/IIP, an effort that will continue into next fiscal year.

Funding sources for each of the projects are established based on the type of project, the benefitting areas, and the purposes and requirements of each funding source. As there are more needs than anticipated resources within the ten-year plan, projects without an identified funding source are listed as "Beyond 10-Years."

The final adoption of the FY 2016-2025 CIP/IIP is scheduled for June 4, 2015.

## **FINANCIAL IMPACT**

The FY 2016-2025 is a prioritized, financially balanced plan. Requests included in each year of the CIP/IIP are within the anticipated availability of each funding source. Requested bond proceeds in each year are within the corresponding debt service funds' anticipated availability of revenues. Operations and maintenance costs for new capital projects are identified and incorporated into the long-term financial plan. The first year of the CIP/IIP becomes incorporated into the FY 2016 adopted budget.

## **STAFF RECOMMENDATION**

Staff recommends acceptance of the draft FY 2016-2025 Capital Improvement Program and Infrastructure Improvement Plan and declaration of it as a public document.

Respectfully submitted,

Dawn Marie Buckland  
Management and Budget Director

**Approved By**

Dawn Buckland  
Dawn Buckland

**Approval Date**

5/4/2015 2:35 PM  
5/4/2015 2:35 PM

## Fire Station Emergency Signals

Project #: MF017 / 70130015

### Project Description:

Construction of traffic control signals at each fire station. A station merits installation of a signal when traffic volume or speed increases and prohibits safe entry by emergency vehicles onto the arterial roadway. Signals are designed to be activated with the dispatch system so when vehicles leave on a call, traffic is stopped at the driveway.

### Financial Information:

- Costs shown in prior years include Fire Stations 1 through 8, 10 and 11.
- General Fund allocations to the project are for the costs associated with the relocation of an existing emergency signal, located at Fire Station 3 in prior years, and the relocation of an existing emergency signal for Fire Station 7 in FY2015. Costs shown in FY18 are for Station 9 and the Public Safety Training Center.



This project is 100% funded through Fire SDFs (partially offset by General Fund contributions). The project is required to support growth within the community. See Project Information for additional detail.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	10 Years	Total
Construction	1,127	255	-	-	325	-	-	-	-	1,707
Construction Mgmt	16	13	-	8	9	-	-	-	-	46
Equipment & Furniture	93	-	-	-	30	-	-	-	-	123
Professional Services	186	26	-	35	10	-	-	-	-	257
Total Expenses	1,422	294	-	43	374	-	-	-	-	2,133

### Sources (1,000s)

Fire SDF	1,332	223	-	43	374	-	-	-	-	1,972
General Fund	90	71	-	-	-	-	-	-	-	161
Total Sources	1,422	294	-	43	374	-	-	-	-	2,133

### Maintenance Costs (1,000s)

Supplies	-	-	1	-	-	-	-	-	-	1
Utilities	-	-	1	-	-	-	-	-	-	1
Total Maintenance	-	-	2	-	-	-	-	-	-	2

## Fire Station 9

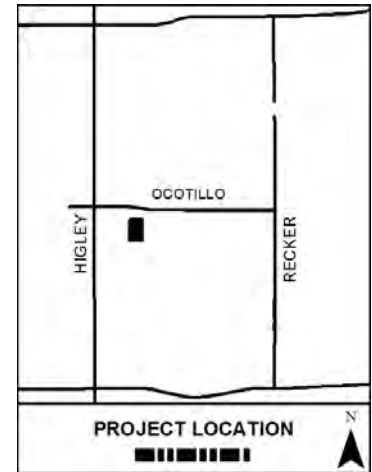
Project #: MF023 / 70130021

### Project Description:

Construction of a new 10,500-square-foot, four-bay fire station on a three acre site generally located on Ocotillo between Higley and Recker that was acquired in FY2006 as part of the Basha development on Ocotillo Road. Includes a new fire pumper.

### Financial Information:

- Fire SDFs include a pro-rata allocation of \$23,000 for waterlines and \$172,000 for roadway improvements to Ocotillo Road (ST061, WA051). Improvement of arterial street frontage is required of all new development in the community.
- Maintenance costs (personnel) includes three fire captains, three engineers, seven fire fighters, and paramedic compensation to be implemented in FY2018.



This project is 100% funded through Fire SDFs. The project is required to support growth within the community.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	195	-	-	-	4,950	-	-	-	-	5,145
Construction Mgmt	7	-	-	118	375	-	-	-	-	500
Equipment & Furniture	-	-	-	-	1,000	-	-	-	-	1,000
Land/ROW	525	-	-	-	-	-	-	-	-	525
Professional Services	7	-	-	375	75	-	-	-	-	457
<b>Total Expenses</b>	<b>734</b>	<b>-</b>	<b>-</b>	<b>493</b>	<b>6,400</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>7,627</b>

### Sources (1,000s)

Fire SDF	734	-	-	-	-	-	-	-	-	734
General Fund	-	-	-	493	6,400	-	-	-	-	6,893
<b>Total Sources</b>	<b>734</b>	<b>-</b>	<b>-</b>	<b>493</b>	<b>6,400</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>7,627</b>

### Maintenance Costs (1,000s)

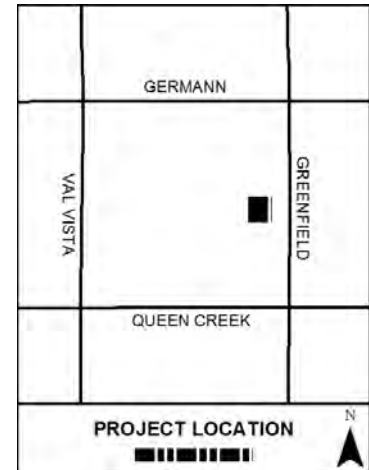
Contractual Services	-	-	-	-	15	-	-	-	-	15
Insurance	-	-	-	-	8	-	-	-	-	8
Personnel	-	-	-	270	1,078	-	-	-	-	1,348
Supplies	-	-	-	-	140	-	-	-	-	140
Utilities	-	-	-	-	22	-	-	-	-	22
<b>Total Maintenance</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>270</b>	<b>1,263</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,533</b>

## Transfer Station

Project #: MF032 / 70130032

### Project Description:

Design and construction of a 10,500-square-foot solid waste transfer station on six acres of land north of the Greenfield Water Reclamation Plant. The anticipated design would provide for up to 500 tons of solid waste per day. The transfer station would allow refuse trucks to transfer their loads to a large transport truck for more efficient transport to the landfill. Gilbert's proximity to the current disposal locations makes it more efficient to use the existing service trucks to move Gilbert's refuse. In the future, however, as disposal options and locations change, Gilbert may be in a position whereby it is more efficient and practical to utilize a transfer station in its solid waste disposal operations.



### Financial Information:

- This project is anticipated to be completed in FY2025.
- Maintenance costs to be determined when the project is included in the 10-year Capital Improvement Plan.
- Project identified and prioritized, but due to timing it is not funded in the balanced 10 year plan.

This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years							Beyond		Total
		2015	2016	2017	2018	2019	2020	6-10 years	10 Years	
Construction	-	-	-	-	-	-	-	-	5,538	5,538
Construction Mgmt	-	-	-	-	-	-	-	-	554	554
Professional Services	-	-	-	-	-	-	-	-	775	775
Total Expenses	-	-	-	-	-	-	-	-	6,867	6,867

### Sources (1,000s)

Beyond 10 Years	-	-	-	-	-	-	-	-	6,867	6,867
Total Sources	-	-	-	-	-	-	-	-	6,867	6,867

### Maintenance Costs (1,000s)

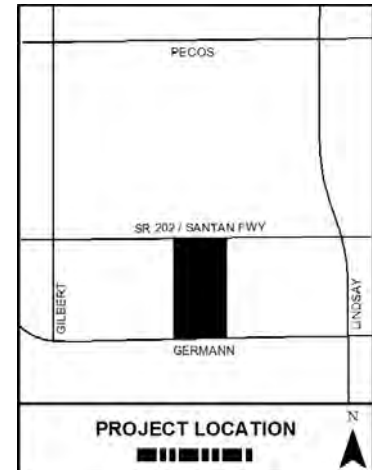
Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Public Safety Training Facility

Project #: MF040 / 70130040

### Project Description:

Construction and equipping a public safety training facility on approximately 25 acres. The project will provide a campus of training props that will complement the public safety training concept throughout the Valley and provide a training facility for the growing needs of the Gilbert Fire and Police Departments. The facility will have the conventional structure props for recruit and firefighter training. It's anticipated that a mock fire station with classrooms will be built to provide the instructional component of the training sessions. Streetscape props will be adaptable for tactical police and fire scenarios. Also included is a driving track for police and fire driver training.



### Financial Information:

- Construction cost shown includes equipment/furniture.
- Land costs shown are for the acquisition of 40 acres of property, 25 acres allocated to the facility with 15 excess acres to be funded through the General Fund.
- The project was added to the program in FY2005 and growth/non-growth allocation is based on the percentage of build-out remaining in 2001 (30.3% non-growth/69.7% growth).
- Based upon anticipated utilization, the growth component of the project will be allocated 15%/85% to Police and Fire SDFs.
- The project is anticipated to be completed in FY2018.

A portion of this project is funded through SDF backed bond funds to support growth within the community, and the remaining is funded through non-growth funding sources. See Financial Information for additional detail.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	27,490	10,996	10,996	1,374	-	50,856
Construction Mgmt	-	-	-	688	2,699	680	680	4	-	4,751
Land/ROW	14,464	-	-	-	-	-	-	-	-	14,464
Professional Services	32	-	-	3,435	1,374	340	340	7	-	5,528
Total Expenses	14,496	-	-	4,123	31,563	12,016	12,016	1,385	-	75,599

### Sources (1,000s)

Future Bonds	-	-	-	4,123	31,563	12,016	12,016	1,385	-	61,103
PFMPC-2009 Bonds	14,496	-	-	-	-	-	-	-	-	14,496
Total Sources	14,496	-	-	4,123	31,563	12,016	12,016	1,385	-	75,599

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Municipal Center I Renovation - Phase II

Project #: MF053 / 70130053

### Project Description:

The Municipal Center was completed in 1992 and parking lot improvements were completed in 2004. The project will include the remodeling of the existing facilities in order to improve the function and use of the facility based upon current and future demand.

### Financial Information:

- As a result of the project, additional operating costs are anticipated to be offset in part by energy efficient improvements to the facility, in terms of equipment and low energy exterior glass.
- Maintenance costs are currently being evaluated for inclusion in the FY2016 Capital Improvement Plan.
- This project is anticipated to be completed in FY2017.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	7,250	-	-	-	-	7,250
Construction Mgmt	-	-	-	180	301	-	-	-	-	481
Equipment & Furniture	-	-	-	-	1,800	-	-	-	-	1,800
Professional Services	-	-	-	960	310	-	-	-	-	1,270
Total Expenses	-	-	-	1,140	9,661	-	-	-	-	10,801

### Sources (1,000s)

General Fund	-	-	-	1,140	9,661	-	-	-	-	10,801
Total Sources	-	-	-	1,140	9,661	-	-	-	-	10,801

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Fire Station Connectivity Infrastructure Support

Project #: MF055 / 70130055

### Project Description:

Replace and upgrade obsolete microwave infrastructure at the public safety complex and at various fire stations around Gilbert. The fire stations receive and transmit alerts and data over the microwave system, and the primary facilities are now outdated and no longer supported with parts or service by the manufacturer.

### Financial Information:

- Costs in prior years are for replacement of the primary microwave facilities at Fire Stations 2 & 3, and for moving them off microwave and onto the muni-net fiber optic network.
- Costs in FY2014 are for replacement of the primary microwave facilities at the public safety complex, and for moving Fire Stations 1 and 4 off microwave and onto the muni-net fiber optic network.
- Costs in FY2016 are for replacement of the primary microwave facilities at Fire Station 5 and moving them off microwave and onto the muni-net fiber optic network.
- Maintenance costs are included in the current operating budget.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction Mgmt	1	-	-	-	-	-	-	-	-	1
Equipment & Furniture	47	54	-	140	-	-	-	-	-	241
Professional Services	70	-	-	-	-	-	-	-	-	70
Total Expenses	118	54	-	140	-	-	-	-	-	312

### Sources (1,000s)

General Fund	118	54	-	140	-	-	-	-	-	312
Total Sources	118	54	-	140	-	-	-	-	-	312

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Human Resources Talent Management System

Project #: MF056 / 70130056

### Project Description:

Implement a talent management system to include replacement of the Neogov recruitment system and implementation of an automated onboarding system, performance management system and learning management system. Professional services to reconfigure the Kronos system to better manage leave cases.

### Financial Information:

- Maintenance costs are included in the current operating budget.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Equipment & Furniture	-	500	-	-	-	-	-	-	-	500
Total Expenses	-	500	-	-	-	-	-	-	-	500

### Sources (1,000s)

Env Svcs Res Fund	-	30	-	-	-	-	-	-	-	30
General Fund	-	375	-	-	-	-	-	-	-	375
Streets Fund	-	25	-	-	-	-	-	-	-	25
Wastewater Fund	-	20	-	-	-	-	-	-	-	20
Water Fund	-	50	-	-	-	-	-	-	-	50
Total Sources	-	500	-	-	-	-	-	-	-	500

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Adaptive Response Unit 2 (ARU-2)

Project #: MF216 / 70130216

### Project Description:

The addition of an engine company and personnel to supplement the South area of Gilbert to meet service needs for the southern response areas.

### Financial Information:

- Specific timing to be determined based upon future call volumes.
- This project is anticipated to be completed by FY2022.



This project is 100% funded through Fire SDFs. The project is required to support growth within the community. See Financial Information for additional detail.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Equipment & Furniture	-	-	-	-	-	-	850	-	-	850
Total Expenses	-	-	-	-	-	-	850	-	-	850

### Sources (1,000s)

Fire SDF	-	-	-	-	-	-	850	-	-	850
Total Sources	-	-	-	-	-	-	850	-	-	850

### Maintenance Costs (1,000s)

Contractual Services	-	-	-	-	-	-	15	-	-	15
Insurance	-	-	-	-	-	-	8	-	-	8
Personnel	-	-	-	-	-	-	1,078	-	-	1,078
Supplies	-	-	-	-	-	-	140	-	-	140
Utilities	-	-	-	-	-	-	22	-	-	22
Total Maintenance	-	-	-	-	-	-	1,263	-	-	1,263

## Fire Station 7

Project #: MF217 / 70130217

### Project Description:

The present location of Fire Station 7 at Cooper and the Western Canal has been found to be inadequate to provide four-minute response time to southwest portion of the fire station's current response area. A new two-story, three-bay fire station at a new location near Cooper and Warner Roads will provide better coverage and assure a more timely response to this area.

### Financial Information:

- Land was purchased in FY2013.
- Construction is scheduled for the FY2015 timeframe, since the relocation of Station 7 is tied to the completion of new Station 10.
- 70% of non-growth funding (General Funds) are applied to the replacement of the existing facility at two bays, and 30% of growth funding (Fire SDFs) are only applied to the expansion of the reconstructed facility beyond its original two bays.
- Construction cost is estimated to be 75% of the cost for a four-bay, single-story station. Costs will be updated upon completion of initial scoping phase of the project.



This project is funded through both growth and non-growth sources. A portion of the project is required to support growth within the community. See Financial Information for additional detail.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	10 Years	Total
Construction	1	4,709	-	-	-	-	-	-	-	4,710
Construction Mgmt	197	241	-	-	-	-	-	-	-	438
Land/ROW	329	-	-	-	-	-	-	-	-	329
Professional Services	413	55	-	-	-	-	-	-	-	468
<b>Total Expenses</b>	<b>940</b>	<b>5,005</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>5,945</b>

### Sources (1,000s)

Fire SDF	197	1,475	-	-	-	-	-	-	-	1,672
General Fund	743	3,530	-	-	-	-	-	-	-	4,273
<b>Total Sources</b>	<b>940</b>	<b>5,005</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>5,945</b>

### Maintenance Costs (1,000s)

Contractual Services	-	-	1	-	-	-	-	-	-	1
Insurance	-	-	2	-	-	-	-	-	-	2
Utilities	-	-	14	-	-	-	-	-	-	14
<b>Total Maintenance</b>	<b>-</b>	<b>-</b>	<b>17</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>17</b>

## Police Application and Network Support

Project #: MF222 / 70130222

### Project Description:

Upgrade the two factor authentication systems for the Police Department network, replace 25 mobile data computers mounted in police patrol cars, and upgrade the Police Department's Computer Aided Dispatch (CAD), Mobile, Records Management System (RMS) and Mobile for Public Safety (MPS).

### Financial Information:

- Replace and upgrade the existing two factor solution which has reached its end of supported life. Extending the useful life of patrol cars that has created a mismatch in the remaining life of the patrol cars and the MDCs in the patrol cars. As a result, MDCs are routinely failing in patrol cars that have years of service remaining.
- The Computer Aided Dispatch (CAD), Mobile, and RMS systems were last upgraded in 2008 and are currently in an essential support only status, meaning the vendor will support the application if it is out of service but will not develop new enhancements or patches for the products. The system needs to be upgraded to take advantage of new features of the product and continue innovative use of technology for the Police Department.
- In FY2014 Police implemented a new technology called Mobile for Public Safety (MPS), MPS will equip field officers with unprecedented access to emergency response and reporting capabilities.
- Maintenance is included in the current operating budget.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Equipment & Furniture	753	224	-	-	-	-	-	-	-	977
Professional Services	431	32	-	-	-	-	-	-	-	463
Total Expenses	1,184	256	-	-	-	-	-	-	-	1,440

### Sources (1,000s)

General Fund	551	256	-	-	-	-	-	-	-	807
General Replacement Fund	570	-	-	-	-	-	-	-	-	570
State Grant	63	-	-	-	-	-	-	-	-	63
Total Sources	1,184	256	-	-	-	-	-	-	-	1,440

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Topaz Radio

Project #: MF223 / 70130223

### Project Description:

The cities of Mesa, Gilbert, Apache Junction have formed an East Valley Cooperative to provide radio support and communications infrastructure for the public safety entities of these cities. This covers our police, fire and public works radio systems. Linking the radio systems of multiple jurisdictions maximizes public safety, promotes interoperability and fosters regional efficiencies which ultimately better serves our citizens. The Topaz website <http://www.topazrwc.org/AboutTRWC.aspx> provides comprehensive details on the location and scope of this project.



### Financial Information:

To facilitate better capital project planning, Mesa has projected the budget costs for the next 10 years. The project information captures Gilbert's annual outlays towards the TOPAZ project through FY2018.

This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Equipment & Furniture	873	-	2,300	3,909	436	440	480	744	-	9,182
Total Expenses	873	-	2,300	3,909	436	440	480	744	-	9,182

### Sources (1,000s)

General Fund	824	-	2,300	3,909	436	440	480	744	-	9,133
Investment Income	22	-	-	-	-	-	-	-	-	22
Water Fund	27	-	-	-	-	-	-	-	-	27
Total Sources	873	-	2,300	3,909	436	440	480	744	-	9,182

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Security Access System Upgrades

Project #: MF226 / 70130226

### Project Description:

Upgrade/replace the badge reader system on all facilities town-wide.

### Financial Information:

- Maintenance costs are included in the current operating budget.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	108	-	-	-	-	-	-	-	108
Equipment & Furniture	-	302	-	-	-	-	-	-	-	302
Total Expenses	-	410	-	-	-	-	-	-	-	410

### Sources (1,000s)

General Fund	-	410	-	-	-	-	-	-	-	410
Total Sources	-	410	-	-	-	-	-	-	-	410

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Permitting System Replacement

Project #: MF227 / 70130227

### Project Description:

Replace the EDEN Permitting system with a new, modern software application that can better automate the planning, building, engineering, inspections, and code compliance process.

### Financial Information:

- Maintenance costs are included in the current operating budget.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Equipment & Furniture	23	1,474	-	-	-	-	-	-	-	1,497
Professional Services	5	498	-	-	-	-	-	-	-	503
Total Expenses	28	1,972	-	-	-	-	-	-	-	2,000

### Sources (1,000s)

General Fund	28	1,972	-	-	-	-	-	-	-	2,000
Total Sources	28	1,972	-	-	-	-	-	-	-	2,000

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## CNG Fueling Station

Project #: MF228 / 70130228

### Project Description:

Construction of a Compressed Natural Gas fueling station at 4760 S. Greenfield Rd. for the Town's refuse collection fleet. The facility proposes to install a time fill fueling facility capable of fueling 42 trucks in an eight hour overnight window at the City's fleet yard by means of 42 single hose time-fill posts. The station will also include a dual fast-fill hose capable of fueling each truck with three to five diesel gallon equivalents per minute. The station is proposed to be a redundant compression system utilizing two electric drive compressors which ensures that if one unit is taken offline for maintenance, the system can still supply fuel to the fleet. Related site improvements for the utilization of existing facility for fueling purposes will also be a part of this project.



### Financial Information:

This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	1,300	1,500	-	-	-	-	-	-	2,800
Construction Mgmt	9	101	140	-	-	-	-	-	-	250
Professional Services	-	190	-	-	-	-	-	-	-	190
Total Expenses	9	1,591	1,640	-	-	-	-	-	-	3,240

### Sources (1,000s)

Env Svcs Com Fund	1	127	140	-	-	-	-	-	-	268
Env Svcs Res Fund	8	1,464	1,500	-	-	-	-	-	-	2,972
Total Sources	9	1,591	1,640	-	-	-	-	-	-	3,240

### Maintenance Costs (1,000s)

Contractual Services	-	-	18	-	-	-	-	-	-	18
Utilities	-	-	40	-	-	-	-	-	-	40
Total Maintenance	-	-	58	-	-	-	-	-	-	58

## Adaptive Response Unit 1 - (ARU-1)

Project #: MF229 / 70130229

### Project Description:

The addition of an engine company and personnel to supplement the North area of Gilbert to meet service needs for the Northern response areas.

### Financial Information:

- Specific timing to be determined based upon future call volumes.
- This project is anticipated to be completed in FY2018.



This project is 100% funded through Fire SDFs. The project is required to support growth within the community. See Project Information for additional detail.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Equipment & Furniture	-	-	-	-	850	-	-	-	-	850
Total Expenses	-	-	-	-	850	-	-	-	-	850

### Sources (1,000s)

Fire SDF	-	-	-	-	850	-	-	-	-	850
Total Sources	-	-	-	-	850	-	-	-	-	850

### Maintenance Costs (1,000s)

Contractual Services	-	-	-	-	15	-	-	-	-	15
Insurance	-	-	-	-	8	-	-	-	-	8
Personnel	-	-	-	270	1,078	-	-	-	-	1,348
Supplies	-	-	-	-	140	-	-	-	-	140
Utilities	-	-	-	-	22	-	-	-	-	22
Total Maintenance	-	-	-	270	1,263	-	-	-	-	1,533

## Detention Facility

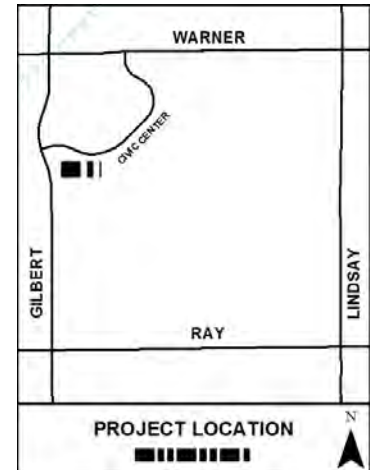
Project #: MF230 / 70130230

### Project Description:

These improvements will reduce the amount of fees associated with transportation of detainees from Maricopa County facilities. Conversion of the existing facility from temporary holding cells to overnight cells will consist of camera upgrades and showering areas.

### Financial Information:

- Maintenance costs are included in the current operating budget.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	301	-	-	-	-	-	-	-	301
Construction Mgmt	2	9	-	-	-	-	-	-	-	11
Equipment & Furniture	-	48	-	-	-	-	-	-	-	48
Professional Services	27	12	-	-	-	-	-	-	-	39
Total Expenses	29	370	-	-	-	-	-	-	-	399

### Sources (1,000s)

City of Chandler	15	185	-	-	-	-	-	-	-	200
General Fund	14	185	-	-	-	-	-	-	-	199
Total Sources	29	370	-	-	-	-	-	-	-	399

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Utility Billing System Replacement

Project #: MF231 / 70130231

### Project Description:

Replacement of the software application used to manage utility bill accounts for water, wastewater, and solid waste.

### Financial Information:

- Percentage allocated to each fund was based on the number of utility accounts serviced as of April 2015.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Equipment & Furniture	-	-	-	-	2,000	-	-	-	-	2,000
Total Expenses	-	-	-	-	2,000	-	-	-	-	2,000

### Sources (1,000s)

Env Svcs Com Fund	-	-	-	-	7	-	-	-	-	7
Env Svcs Res Fund	-	-	-	-	646	-	-	-	-	646
Wastewater Fund	-	-	-	-	650	-	-	-	-	650
Water Fund	-	-	-	-	697	-	-	-	-	697
Total Sources	-	-	-	-	2,000	-	-	-	-	2,000

### Maintenance Costs (1,000s)

Supplies	-	-	-	-	-	350	-	-	-	350
Total Maintenance	-	-	-	-	-	350	-	-	-	350

## Finance, HR, and Payroll System Replacement

Project #: MF232 / 70130232

### Project Description:

Replace the town's finance, HR, and payroll systems. The current systems were implemented in 2001 and the vendor has announced that the system will no longer be sold in competitive bid situations. An end of life date has not been provided.

### Financial Information:

- Coordinate with project MF056.



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Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Professional Services	-	-	1,816	213	-	-	-	-	-	2,029
Total Expenses	-	-	1,816	213	-	-	-	-	-	2,029

### Sources (1,000s)

General Fund	-	-	1,816	213	-	-	-	-	-	2,029
Total Sources	-	-	1,816	213	-	-	-	-	-	2,029

### Maintenance Costs (1,000s)

Supplies	-	-	-	250	-	-	-	-	-	250
Total Maintenance	-	-	-	250	-	-	-	-	-	250

## Solid Waste Records Management System

Project #: MFNEW1 /

### Project Description:



Implement and records management system for the solid waste department that will include routing, performance measurement, customer relationship, and decisions support tools to improve customer service and operational efficiencies.

### Financial Information:

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Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Equipment & Furniture	-	-	-	600	-	-	-	-	-	600
Total Expenses	-	-	-	600	-	-	-	-	-	600

### Sources (1,000s)

Env Svcs Res Fund	-	-	-	600	-	-	-	-	-	600
Total Sources	-	-	-	600	-	-	-	-	-	600

### Maintenance Costs (1,000s)

Supplies	-	-	-	50	-	-	-	-	-	50
Total Maintenance	-	-	-	50	-	-	-	-	-	50

## Parks & Recreation Reservation System Replacement

Project #: MFNEW2 /

### Project Description:



Replace the Parks &amp; Recreation reservations system.

### Financial Information:

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Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction Mgmt	-	-	161	-	-	-	-	-	-	161
Equipment & Furniture	-	-	35	-	-	-	-	-	-	35
Professional Services	-	-	15	-	-	-	-	-	-	15
Total Expenses	-	-	211	-	-	-	-	-	-	211

### Sources (1,000s)

General Fund	-	-	211	-	-	-	-	-	-	211
Total Sources	-	-	211	-	-	-	-	-	-	211

### Maintenance Costs (1,000s)

Supplies	-	-	78	-	-	-	-	-	-	78
Total Maintenance	-	-	78	-	-	-	-	-	-	78

## Fleet Maintenance Facility

Project #: MFNEW3 /

**Project Description:**


Expansion of fleet repair facility

**Financial Information:**

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	1,595	-	-	-	-	1,595
Total Expenses	-	-	-	-	1,595	-	-	-	-	1,595

**Sources (1,000s)**

General Fund	-	-	-	-	1,595	-	-	-	-	1,595
Total Sources	-	-	-	-	1,595	-	-	-	-	1,595

**Maintenance Costs (1,000s)**

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Public Safety Roof

Project #: MFNEW4 /

### Project Description:



Install a foam roof over the Public Safety Facility, approximately 175,000 square feet, which was constructed in 2003. The roof is 16 years old and it is designed to only last 20 years, if we recoat the roof that will extend the life another 20 years.

### Financial Information:

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Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	-	-	100	-	-	100
Construction Mgmt	-	-	-	-	-	20	705	-	-	725
Professional Services	-	-	-	-	-	45	-	-	-	45
Total Expenses	-	-	-	-	-	65	805	-	-	870

### Sources (1,000s)

General Fund	-	-	-	-	-	65	805	-	-	870
Total Sources	-	-	-	-	-	65	805	-	-	870

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Public Safety - Carpet

Project #: MFNEW5 /

### Project Description:



Replace approximately 100,00 square feet of carpet in the police, courts and fire administration areas.

### Financial Information:

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	-	255	-	-	-	255
Construction Mgmt	-	-	-	-	-	8	-	-	-	8
Professional Services	-	-	-	-	-	45	-	-	-	45
Total Expenses	-	-	-	-	-	308	-	-	-	308

### Sources (1,000s)

General Fund	-	-	-	-	-	308	-	-	-	308
Total Sources	-	-	-	-	-	308	-	-	-	308

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Freestone Park Expansion (North)

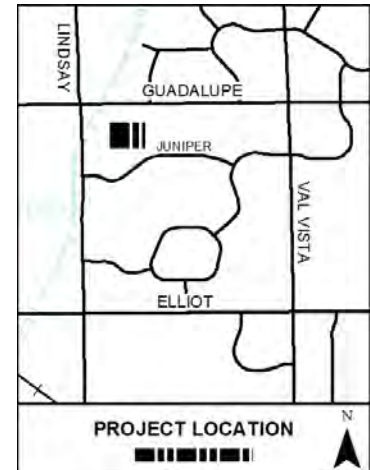
Project #: PR003 / 70120003

### Project Description:

Completion of the northern portion of Freestone Park including the area north of public works, west and south of the recreation center, and west of the tennis courts. Improvements could include parking, landscaping, irrigation, hardscape, possible lighted fields, trails and other potential amenities. In addition, the project may include a pump station and an effluent water delivery system upgrade for the park.

### Financial Information:

- Master plan revision and public input needed to ensure community needs are met and that projects PR024 and PR042 are accounted for.
- Includes storm water retention improvements to mitigate 100-year flood plain limits in Park Grove Estates and Lowe Estates.
- This project is anticipated to be completed by FY2020.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years									Beyond		Total
		2015	2016	2017	2018	2019	2020	6-10 years	10 Years			
Construction	-	-	-	-	-	-	-	8,275	-			8,275
Construction Mgmt	-	-	-	-	-	-	-	1,120	-			1,120
Equipment & Furniture	-	-	-	-	-	-	-	400	-			400
Professional Services	-	-	-	-	-	-	-	708	-			708
Total Expenses	-	-	-	-	-	-	-	10,503	-			10,503

### Sources (1,000s)

General Fund	-	-	-	-	-	-	-	10,503	-			10,503
Total Sources	-	-	-	-	-	-	-	10,503	-			10,503

### Maintenance Costs (1,000s)

Contractual Services	-	-	-	-	-	-	-	186	-			186
Utilities	-	-	-	-	-	-	-	80	-			80
Total Maintenance	-	-	-	-	-	-	-	266	-			266

## Heritage Trail Middle Segment (Consolidated Canal)

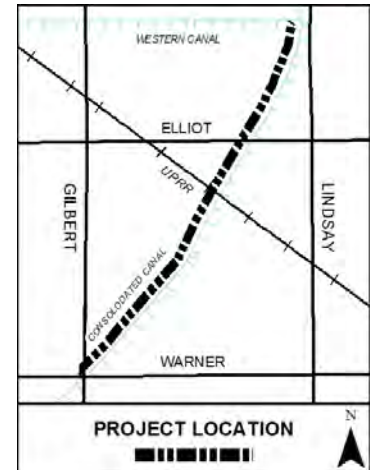
Project #: PR006 / 70120006

### Project Description:

Multi-modal canal trail improvements from the Western Canal south to Warner. Improvements to include bridge crossing, landscape, concrete pathway, rest areas, lighting, and signage (1½ miles).

### Financial Information:

- Requires coordination with UPRR.
- Contracted service is proposed for landscape and irrigation maintenance.
- It is anticipated that the project costs will be reimbursed to the Town of Gilbert as part of SRP's Aesthetic Program.



This project is funded through both growth and non-growth funding sources. A portion of the project is required to support growth within the community.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	10 Years	Total
Construction	1	1,282	-	-	-	-	-	-	-	1,283
Construction Mgmt	28	105	-	-	-	-	-	-	-	133
Land/ROW	-	99	-	-	-	-	-	-	-	99
Professional Services	279	11	-	-	-	-	-	-	-	290
Total Expenses	308	1,497	-	-	-	-	-	-	-	1,805

### Sources (1,000s)

General Fund	190	1,497	-	-	-	-	-	-	-	1,687
Park SDF	118	-	-	-	-	-	-	-	-	118
Total Sources	308	1,497	-	-	-	-	-	-	-	1,805

### Maintenance Costs (1,000s)

Contractual Services	-	-	5	-	-	-	-	-	-	5
Insurance	-	-	1	-	-	-	-	-	-	1
Utilities	-	-	1	-	-	-	-	-	-	1
Total Maintenance	-	-	7	-	-	-	-	-	-	7

## Western Canal Trail

Project #: PR011 / 70120011

### Project Description:

Improvements focus on the south side of the Western Canal in these areas: directly north of Crystal Point Estates, the section adjacent to McQueen Park, and the section west of McQueen Road to the Chandler boundary. Amenities to include seating areas, shade structures, landscaping, bank stabilization, sidewalk and trail improvements (5/8 mile).

### Financial Information:

- Project includes the only unimproved area between Cooper and Horne along the Western Canal.
- Project also includes an area from McQueen Road to 1/2 mile west.
- Contracted service or partnership with existing property management company is proposed for landscape and irrigation maintenance.
- It is anticipated that the project costs will be reimbursed to the Town of Gilbert as part of SRP's Aesthetic Program.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	960	-	-	-	-	-	-	-	960
Construction Mgmt	37	38	-	-	-	-	-	-	-	75
Equipment & Furniture	-	27	-	-	-	-	-	-	-	27
Land/ROW	-	15	-	-	-	-	-	-	-	15
Professional Services	220	75	-	-	-	-	-	-	-	295
<b>Total Expenses</b>	<b>257</b>	<b>1,115</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,372</b>

### Sources (1,000s)

Developer Contribution	9	-	-	-	-	-	-	-	-	9
General Fund	242	1,115	-	-	-	-	-	-	-	1,357
Investment Income	6	-	-	-	-	-	-	-	-	6
<b>Total Sources</b>	<b>257</b>	<b>1,115</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,372</b>

### Maintenance Costs (1,000s)

Contractual Services	-	-	4	-	-	-	-	-	-	4
Insurance	-	-	1	-	-	-	-	-	-	1
Utilities	-	-	1	-	-	-	-	-	-	1
<b>Total Maintenance</b>	<b>-</b>	<b>-</b>	<b>6</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>6</b>

## Nichols Park at Water Ranch - Phase II

Project #: PR019 / 70120019

### Project Description:

Complete park landscaping, hardscape (pathways, ramadas, parking) and amenities at Nichols Park. Phase I completed the open play field in the bottom of the basin area. Phase II to potentially include field lighting in addition to other improvements on the upper portion of the site. Partnership opportunities are a possibility for this site.

### Financial Information:

- An initial portion of the project was identified as growth-related and funded through Park SDFs.
- Maintenance costs to be partially offset by user groups and/or concession agreements.
- Project scope and priority is in coordination with the 2013 Parks Master Plan.
- This project is anticipated to be completed by FY2020.



This project is funded through both growth and non-growth funding sources. A portion of the project is required to support growth within the community. See Financial Information for additional detail.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond		Total
								6-10 years	10 Years	
Construction	-	-	-	-	-	-	-	2,435	-	2,435
Construction Mgmt	-	-	-	-	-	-	-	290	-	290
Equipment & Furniture	-	-	-	-	-	-	-	250	-	250
Land/ROW	2,358	-	-	-	-	-	-	-	-	2,358
Professional Services	4	-	-	-	-	-	-	219	-	223
<b>Total Expenses</b>	<b>2,362</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3,194</b>	<b>-</b>	<b>5,556</b>

### Sources (1,000s)

Park SDF	42	-	-	-	-	-	-	-	-	42
Private Fund	650	-	-	-	-	-	-	-	-	650
Residential Dev Tax	1,670	-	-	-	-	-	-	-	-	1,670
Unfunded	-	-	-	-	-	-	-	3,194	-	3,194
<b>Total Sources</b>	<b>2,362</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3,194</b>	<b>-</b>	<b>5,556</b>

### Maintenance Costs (1,000s)

Contractual Services	-	-	-	-	-	-	-	163	-	163
Utilities	-	-	-	-	-	-	-	70	-	70
<b>Total Maintenance</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>233</b>	<b>-</b>	<b>233</b>

## Freestone Skate and Tennis Facility - Phase II

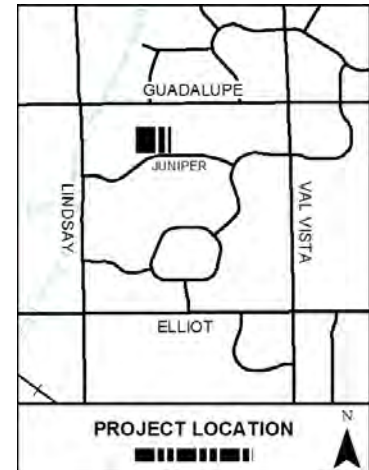
Project #: PR024 / 70120024

### Project Description:

This phase involves installation of an outdoor rink facility for inline skating and four lighted tennis courts. The project will be constructed next to the existing four tennis courts at Freestone Park. Partnership opportunities may exist for this site.

### Financial Information:

- Public input needed to refine scope of project (number of tennis courts, type and size of inline skating facility, etc.)
- This project may be developed through a private public partnership.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	-	-	-	2,571	-	2,571
Construction Mgmt	-	-	-	-	-	-	-	261	-	261
Equipment & Furniture	-	-	-	-	-	-	-	175	-	175
Professional Services	-	-	-	-	-	-	-	343	-	343
Total Expenses	-	-	-	-	-	-	-	3,350	-	3,350

### Sources (1,000s)

Future Bonds	-	-	-	-	-	-	-	3,350	-	3,350
Total Sources	-	-	-	-	-	-	-	3,350	-	3,350

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Chandler Heights Lower Basin

Project #: PR031 / 70120031

### Project Description:

Joint effort with the Flood Control District of Maricopa County, this project will be the largest public park assembled in Gilbert. The land will be designed to serve two purposes: flood control and storm water retention, as well as park and recreation amenities. Situated along the East Maricopa Floodway (Superstition-Santan Corridor and Marathon Trail), the park will be a destination facility for a variety of recreation pursuits for a regional population. Timeline: Funding options identified January 2015, Property Acquisition March 2015; Field Needs Assessment April 2015; RFP for Conceptual Design July 2015; Conceptual Plan Agreement August 2015; Design Development & Construction Documents April 2017; Plan Review & Permits June 2017; Bid Award & Contract August 2017; Project Construction August 2017; Park Opening December 2018



### Financial Information:

- Refer to (PR086) for upper basin improvements.
- Park SDFs include \$539,000 for a water transmission main in Higley Road.
- Project scope and priority is in coordination with the 2013 Parks Master Plan.
- Maintenance costs are currently being evaluated.
- This project is anticipated to be completed by FY2018.

This project is 100% funded through Parks and Recreation SDFs. This project is required to support growth within the community.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	21,850	-	-	-	-	21,850
Construction Mgmt	-	-	80	50	-	-	-	-	-	130
Professional Services	-	-	710	9,350	-	-	-	-	-	10,060
Total Expenses	-	-	790	9,400	21,850	-	-	-	-	32,040

### Sources (1,000s)

Park SDF	-	-	790	9,400	-	-	-	-	-	10,190
PFMPC-Future Bonds	-	-	-	-	21,850	50	-	-	-	21,900
Total Sources	-	-	790	9,400	21,850	50	-	-	-	32,090

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Rittenhouse District Park

Project #: PR032 / 70120032

### Project Description:

Joint effort with the Flood Control District of Maricopa County (FCDMC) and Gilbert on 165 acres. The basin will be designed to serve two purposes: Flood control/storm water retention as well as park and recreation amenities. The basin is bordered by the East Maricopa Floodway (EMF), Power Road and the Union Pacific Rail Road/Rittenhouse alignment. Park and Recreation amenity development to occur at completion of FCDMC construction includes 18 acres for high intensity, 115 acres for medium intensity, and 32 acres for low intensity uses. Includes approximately 1,500' of 16" reclaimed water line along the EMF from Pecos Rd for irrigation, and 350 GPM reclaimed water recovery for peak irrigation demands. Project may involve partnership opportunities for the development of the site.



### Financial Information:

- Coordinate with projects WW042 and ST103.
- Park SDFs include \$2,355,000 for improvements to Power Road in FY12. Improvement of arterial street frontage is required of all new development in the community.
- Land costs shown are for exclusive perpetual land lease and Power Road right-of-way.
- Project scope and priority is in coordination with the 2013 Parks Master Plan.
- Maintenance costs are currently being evaluated for inclusion in the FY2016 Capital Improvement Plan.
- This project is anticipated to be completed by FY2020.

This project is funded through Parks and Recreation SDF backed bond funds (partially offset by County Contribution). The project is required to support growth within the community.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	Beyond 10 Years	Total
Construction	1,899	-	-	-	-	-	-	46,882	-	48,781
Construction Mgmt	203	-	-	-	-	-	-	6,551	-	6,754
Equipment & Furniture	-	-	-	-	-	-	-	1,200	-	1,200
Land/ROW	14,344	-	-	-	-	-	-	-	-	14,344
Professional Services	269	-	-	-	-	-	-	3,273	-	3,542
<b>Total Expenses</b>	<b>16,715</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>57,906</b>	<b>-</b>	<b>74,621</b>

### Sources (1,000s)

Park SDF	6,447	-	-	-	-	-	-	-	-	6,447
PFMPC-2009 Bonds	10,268	-	-	-	-	-	-	-	-	10,268
Unfunded	-	-	-	-	-	-	-	57,906	-	57,906
<b>Total Sources</b>	<b>16,715</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>57,906</b>	<b>-</b>	<b>74,621</b>

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Marathon Trail (East Maricopa Floodway)

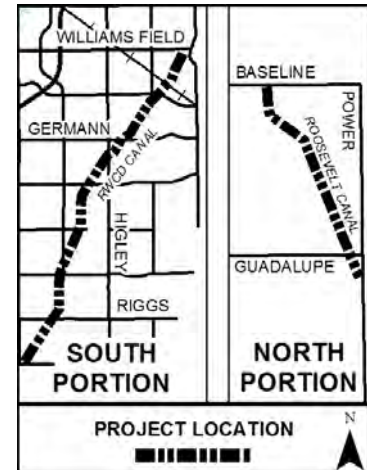
Project #: PR033 / 70120033

### Project Description:

Eight miles of trail development along the East Maricopa Floodway (Marathon Trail). Improvements to include typical hard and soft trail surfaces, benches, shade ramadas, water fountains, signage, limited lighting, etc. To be developed in partnership with the Flood Control District of Maricopa County.

### Financial Information:

- Developer deposit of \$89,000 has been received and will be recognized once project is active in current fiscal year.
- Project scope and priority is in coordination with the 2013 Parks Master Plan.
- Maintenance costs are currently being evaluated for inclusion in the FY2016 Capital Improvement Plan.
- This project is anticipated to be completed in FY2022.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	-	-	-	12,032	-	12,032
Construction Mgmt	-	-	-	-	-	-	-	1,966	-	1,966
Equipment & Furniture	-	-	-	-	-	-	-	350	-	350
Professional Services	-	-	-	-	-	-	-	838	-	838
Total Expenses	-	-	-	-	-	-	-	15,186	-	15,186

### Sources (1,000s)

PFMPC-Future Bonds	-	-	-	-	-	-	-	15,186	-	15,186
Total Sources	-	-	-	-	-	-	-	15,186	-	15,186

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Skate Park

Project #: PR034 / 70120034

### Project Description:

Construction of an outdoor facility for skate boarders and in-line skating activities. The location will be determined at a future date, to best complement existing or future park sites.

### Financial Information:

- Project scope and priority is in coordination with the 2013 Parks Master Plan.
- Maintenance costs to be determined when the project is included in the 10-year Capital Improvement Plan.
- This project is anticipated to be completed by build-out in FY2027.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	-	-	-	727	-	727
Construction Mgmt	-	-	-	-	-	-	-	-	104	104
Equipment & Furniture	-	-	-	-	-	-	-	100	-	100
Professional Services	-	-	-	-	-	-	-	62	-	62
Total Expenses	-	-	-	-	-	-	-	889	104	993

### Sources (1,000s)

Beyond 10 Years	-	-	-	-	-	-	-	-	104	104
Future Bonds	-	-	-	-	-	-	-	889	-	889
Total Sources	-	-	-	-	-	-	-	889	104	993

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Cultural and Education Center

Project #: PR037 / 70120037

### Project Description:

The cultural and education center is anticipated to include instructional studios and specialized facilities for all aspects of the arts, including visual, musical, sculpture, and performing arts. A community auditorium is anticipated to be included, which can also be used as a gallery and entertainment forum for concerts, etc.

### Financial Information:

- No site has been selected. It is anticipated that other partners can be secured to help contribute toward the construction of the project.
- Project scope and priority is in coordination with the 2013 Master Plan.
- Land cost assumes a 10 acre site requirement.
- Maintenance costs to be determined when the project is included in the 10-year Capital Improvement Plan.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	-	-	-	50,000	-	50,000
Construction Mgmt	-	-	-	-	-	-	-	-	4,000	4,000
Equipment & Furniture	-	-	-	-	-	-	-	5,000	-	5,000
Land/ROW	-	-	-	-	-	-	-	2,500	-	2,500
Professional Services	-	-	-	-	-	-	-	5,000	-	5,000
Total Expenses	-	-	-	-	-	-	-	62,500	4,000	66,500

### Sources (1,000s)

Beyond 10 Years	-	-	-	-	-	-	-	-	4,000	4,000
Future Bonds	-	-	-	-	-	-	-	62,500	-	62,500
Total Sources	-	-	-	-	-	-	-	62,500	4,000	66,500

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Crossroads Park - Phase III

Project #: PR039 / 70120039

### Project Description:

Potential partnership opportunity exists with this site for improvements. The site is east of Greenfield Road.

### Financial Information:

- Includes the development of 10 acres for medium intensity park development and roadway improvements.
- Project scope and priority is in coordination with the 2013 Parks Master Plan.
- Maintenance costs are currently being evaluated for inclusion in the FY2016 Capital Improvement Plan.
- This project is anticipated to be completed in FY2020.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	-	-	-	5,900	-	5,900
Construction Mgmt	-	-	-	-	-	-	-	997	-	997
Equipment & Furniture	-	-	-	-	-	-	-	600	-	600
Professional Services	24	-	-	-	-	-	-	526	-	550
Total Expenses	24	-	-	-	-	-	-	8,023	-	8,047

### Sources (1,000s)

Investment Income	5	-	-	-	-	-	-	-	-	5
PFMPC-Future Bonds	-	-	-	-	-	-	-	8,023	-	8,023
Salt River Project	19	-	-	-	-	-	-	-	-	19
Total Sources	24	-	-	-	-	-	-	8,023	-	8,047

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Freestone Recreation Center Pool

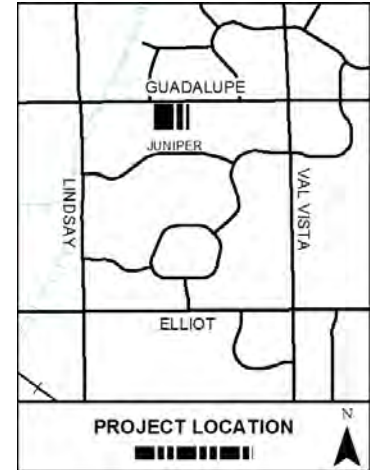
Project #: PR042 / 70120042

### Project Description:

Programmed to be built on the west side of the Freestone Recreation Center, this indoor facility will include an eight-lane, 25-yard competition pool, as well as water slides, zero depth areas, and various other contemporary pool amenities.

### Financial Information:

- Space has been “master-planned” for the west side of the Freestone Recreation Center, with connections to the Center’s locker rooms.
- This will serve as the first public, indoor, year-round swimming facility for Gilbert.
- Project scope and priority is in coordination with the 2013 Parks Master Plan.
- Maintenance costs to be determined when the project is included in the 10-year Capital Improvement Plan.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	-	-	-	5,894	-	5,894
Construction Mgmt	-	-	-	-	-	-	-	-	953	953
Equipment & Furniture	-	-	-	-	-	-	-	82	-	82
Professional Services	-	-	-	-	-	-	-	523	-	523
Total Expenses	-	-	-	-	-	-	-	6,499	953	7,452

### Sources (1,000s)

Beyond 10 Years	-	-	-	-	-	-	-	-	953	953
Unfunded	-	-	-	-	-	-	-	6,499	-	6,499
Total Sources	-	-	-	-	-	-	-	6,499	953	7,452

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Crossroads Park - Stabilization of West Bank of Lake

Project #: PR053 / 70120053

### Project Description:

Develop an engineered approach to remedy the on-going erosion of the basin slope at the west bank of Crossroads Park Lake. Erosion of the earthen slope deposits soil, vegetation and debris into the lake, impacting water quality and the lake's ecosystem. Stabilize the slope to include the backfilling of fissures and terracing, or other measures to retain soil and plant material.

### Financial Information:

- Slope stabilization study is to be conducted. Design and construction costs shall be updated upon completion of the study.
- Coordinate with project PR057.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	2,000	-	-	-	-	2,000
Construction Mgmt	-	-	-	290	-	-	-	-	-	290
Professional Services	-	-	-	200	-	-	-	-	-	200
Total Expenses	-	-	-	490	2,000	-	-	-	-	2,490

### Sources (1,000s)

Future Bonds	-	-	-	490	2,000	-	-	-	-	2,490
Total Sources	-	-	-	490	2,000	-	-	-	-	2,490

### Maintenance Costs (1,000s)

Supplies	-	-	-	-	3	-	-	-	-	3
Total Maintenance	-	-	-	-	3	-	-	-	-	3

## Freestone Ball Field Lighting Renovation

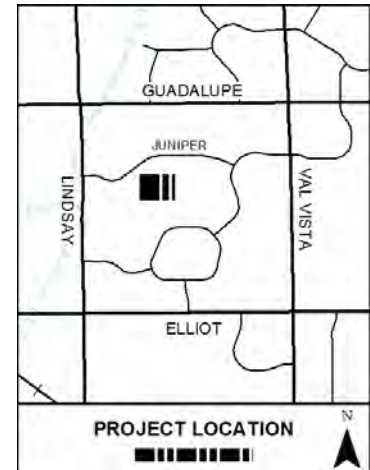
Project #: PR054 / 70120054

### Project Description:

The existing light poles and fixtures were installed at Freestone District Park in 1988. Renovate and/or replace aging ball field lighting system for all four fields of the ball field complex with new lighting fixtures, light poles and related equipment as needed. Install a lighting "package" that is in compliance with local ordinances, is more efficient and emits less light spillage and glare to nearby residential neighborhoods.

### Financial Information:

- Maintenance costs are included in the current parks operating and maintenance budget.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years									Beyond		Total
		2015	2016	2017	2018	2019	2020	6-10 years	10 Years			
Construction	647	1	-	-	-	-	-	-	-	-	-	648
Construction Mgmt	43	-	-	-	-	-	-	-	-	-	-	43
Professional Services	51	-	-	-	-	-	-	-	-	-	-	51
Total Expenses	741	1	-	-	-	-	-	-	-	-	-	742

### Sources (1,000s)

General Fund	741	1	-	-	-	-	-	-	-	-	-	742
Total Sources	741	1	-	-	-	-	-	-	-	-	-	742

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-	-	-
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## Parks and Trails Sign and Lighting Program

Project #: PR056 / 70120056

### Project Description:

This project includes signs for parks, trails, and funds for trail lighting. The project will develop sign designs and themes for trail signage (50 signs) to include informational and directional signage. Parks signs (40 signs) are to replace worn and outdated rules/regulations signage. The sign program for parks and trails is scheduled for FY16. The trail lighting portion is beyond 10 years.

### Financial Information:

- Project scope and priority is in coordination with the 2013 Parks Master Plan.
- Maintenance costs are currently being evaluated.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	1,830	1,830	1,831	-	-	5,491
Construction Mgmt	-	-	10	50	203	203	203	-	-	669
Professional Services	-	-	40	460	-	-	-	-	-	500
Total Expenses	-	-	50	510	2,033	2,033	2,034	-	-	6,660

### Sources (1,000s)

Future Bonds	-	-	-	510	2,033	2,033	2,034	-	-	6,610
General Fund	-	-	50	-	-	-	-	-	-	50
Total Sources	-	-	50	510	2,033	2,033	2,034	-	-	6,660

### Maintenance Costs (1,000s)

Supplies	-	-	-	-	-	-	-	3	-	3
Utilities	-	-	-	-	-	-	-	-	7	7
Total Maintenance	-	-	-	-	-	-	-	3	7	10

## Urban Lakes Renovation

Project #: PR057 / 70120057

### Project Description:

Dredge and renovate the urban lakes at Freestone Park, Crossroads Park, McQueen Park, Discovery Park, Cosmo Park, Water Ranch lake and the Municipal Center lake. The lakes have accumulated varying quantities of biomass, sludge, and debris, impacting water quality and the balance of the lake ecosystems.

### Financial Information:

- Costs shown in FY2015 are for dredging of lake at Cosmo Park.
- This estimate provides for 3' of dredging at the existing lakes.
- Consider coordinating with project PR053.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	210	684	-	-	-	-	-	-	894
Construction Mgmt	-	-	106	50	-	-	-	-	-	156
Professional Services	-	-	35	-	-	-	-	-	-	35
Total Expenses	-	210	825	50	-	-	-	-	-	1,085

### Sources (1,000s)

General Fund	-	210	825	50	-	-	-	-	-	1,085
Total Sources	-	210	825	50	-	-	-	-	-	1,085

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Rittenhouse Trail

Project #: PR058 / 70120058

### Project Description:

Construction of a multi-use trail from Power to Williams Field, along the old Rittenhouse Road alignment. The trail will consist of a 10' wide concrete walk, a 6' landscaped area, and a 10' wide decomposed granite path. Benches, kiosks, and interpretive signage will be included along the trail. Frontage along Power Ranch to be completed by developer.

### Financial Information:

- Includes approximately 1.4 miles of overhead utility conversion.
- Project scope and priority is in coordination with the 2013 Parks Master Plan.
- This project is anticipated to be completed in FY2022.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	-	-	-	2,943	-	2,943
Construction Mgmt	-	-	-	-	-	-	-	457	-	457
Professional Services	-	-	-	-	-	-	-	253	-	253
Total Expenses	-	-	-	-	-	-	-	3,653	-	3,653

### Sources (1,000s)

Unfunded	-	-	-	-	-	-	-	3,653	-	3,653
Total Sources	-	-	-	-	-	-	-	3,653	-	3,653

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Powerline Trail - Phase IV

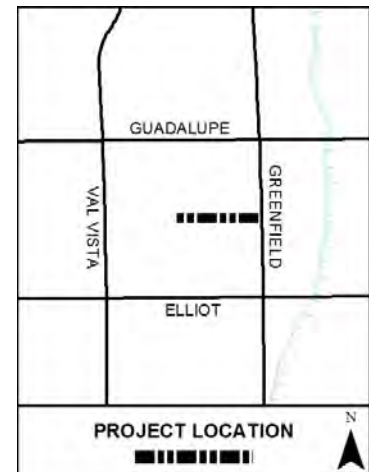
Project #: PR062 / 70120062

### Project Description:

Multi-use trail improvements between 1/2 mile east of Val Vista Road and Greenfield Road. This trail segment is along the alignment of the power line easement, which is located midway between Guadalupe and Elliot Roads.

### Financial Information:

- Includes piping 1,300 feet of irrigation lateral.
- Project scope and priority is in coordination with the 2013 Parks Master Plan.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	1,450	-	-	-	-	-	1,450
Construction Mgmt	-	-	30	250	-	-	-	-	-	280
Equipment & Furniture	-	-	-	-	165	-	-	-	-	165
Land/ROW	-	-	-	255	-	-	-	-	-	255
Professional Services	-	-	140	-	-	-	-	-	-	140
Total Expenses	-	-	170	1,955	165	-	-	-	-	2,290

### Sources (1,000s)

General Fund	-	-	170	1,955	165	-	-	-	-	2,290
Total Sources	-	-	170	1,955	165	-	-	-	-	2,290

### Maintenance Costs (1,000s)

Contractual Services	-	-	-	2	-	-	-	-	-	2
Insurance	-	-	-	1	-	-	-	-	-	1
Utilities	-	-	-	1	-	-	-	-	-	1
Total Maintenance	-	-	-	4	-	-	-	-	-	4

## McQueen Park - Phase IV

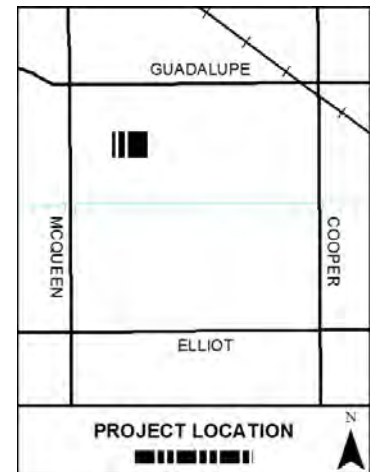
Project #: PR063 / 70120063

### Project Description:

McQueen Park improvements including additional lighting to existing fields, play structures, ramadas, drinking fountains, and pedestal grills at various locations.

### Financial Information:

- Project scope and priority is in coordination with the 2013 Parks Master Plan.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	-	-	1,100	360	-	1,460
Construction Mgmt	-	-	-	-	-	40	200	-	-	240
Equipment & Furniture	-	-	-	-	-	-	-	177	-	177
Professional Services	-	-	-	-	-	95	-	-	-	95
Total Expenses	-	-	-	-	-	135	1,300	537	-	1,972

### Sources (1,000s)

PFMPC-Future Bonds	-	-	-	-	-	135	1,300	537	-	1,972
Total Sources	-	-	-	-	-	135	1,300	537	-	1,972

### Maintenance Costs (1,000s)

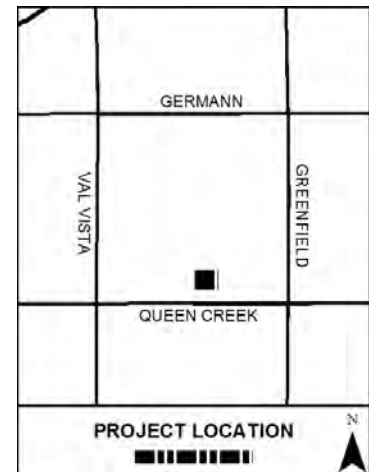
Contractual Services	-	-	-	-	-	-	29	-	-	29
Utilities	-	-	-	-	-	-	30	-	-	30
Total Maintenance	-	-	-	-	-	-	59	-	-	59

## Hetchler Park

Project #: PR069 / 70120069

### Project Description:

Development surrounding the Greenfield Water Reclamation Plant and South Area Service Center. Improvements to potentially include sports fields, sports courts, concession building, lake, interior roadways, parking lots, landscaping, hardscape, ramadas, play areas, restrooms, lighting, etc. South Area Service Center improvements included a parks and maintenance facility, storage areas, and pro-rata share of general site improvements.



### Financial Information:

- Prior years expense includes \$509,000 for improvements to Queen Creek Road (ST081). Improvement of arterial street frontage is required of all new development in the community.
- Prior years expense includes \$1,956,000 for the Park facilities component of the adjacent South Area Service Center.
- Project to be coordinated with project PR081.
- Project scope and priority is in coordination with the 2013 Parks Master Plan.

This project is 100% funded through Parks and Recreation SDFs. This project is required to support growth within the community. See Financial Information for additional detail.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	10 Years	Total
Construction	1,974	-	-	-	-	-	28,000	-	-	29,974
Construction Mgmt	221	-	-	-	-	50	3,950	50	-	4,271
Equipment & Furniture	-	-	-	-	-	684	-	-	-	684
Professional Services	270	-	-	-	-	2,400	-	-	-	2,670
<b>Total Expenses</b>	<b>2,465</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3,134</b>	<b>31,950</b>	<b>50</b>	<b>-</b>	<b>37,599</b>

### Sources (1,000s)

General Fund	-	-	-	-	-	-	31,950	50	-	32,000
Park SDF	2,465	-	-	-	-	3,134	-	-	-	5,599
<b>Total Sources</b>	<b>2,465</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3,134</b>	<b>31,950</b>	<b>50</b>	<b>-</b>	<b>37,599</b>

### Maintenance Costs (1,000s)

Contractual Services	-	-	-	-	-	-	280	-	-	280
Personnel	-	-	-	-	-	-	100	-	-	100
Utilities	-	-	-	-	-	-	120	-	-	120
<b>Total Maintenance</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>500</b>	<b>-</b>	<b>-</b>	<b>500</b>

## Riparian Education Center

Project #: PR071 / 70120071

### Project Description:

To be developed on the grounds at a Riparian Area. Center will house educational displays, classrooms, office space, exhibit space and restrooms. Center will be approximately 5,000 square feet.

### Financial Information:

- Current Riparian Institute staff to be headquartered in the Center. Design has been donated and permits secured. Construction resources are scheduled to be from private sources.
- Maintenance costs to be determined when the project is included in the 10-year Capital Improvement Plan.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	-	-	-	-	1,100	1,100
Construction Mgmt	-	-	-	-	-	-	-	-	110	110
Equipment & Furniture	-	-	-	-	-	-	-	-	33	33
Professional Services	-	-	-	-	-	-	-	-	5	5
Total Expenses	-	-	-	-	-	-	-	-	1,248	1,248

### Sources (1,000s)

Private Fund	-	-	-	-	-	-	-	-	1,248	1,248
Total Sources	-	-	-	-	-	-	-	-	1,248	1,248

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Special Events Center

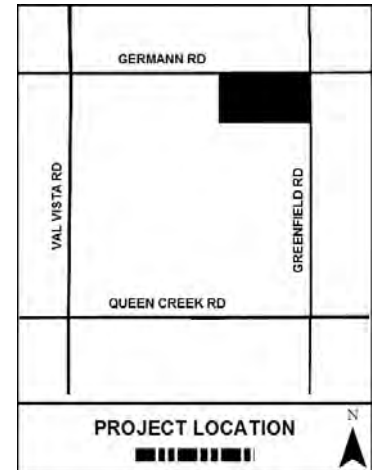
Project #: PR076 / 70120076

### Project Description:

Design and construction of a special events center. Possible location is the southwest corner of Germann and Greenfield roads.

### Financial Information:

- Project costs shown in prior years represent the acquisition of 63 acres of land. Costs shown in beyond 5 represent facility development and construction costs.
- Includes three-acre site for water reservoir and pump station (WA062).
- The project budget will be adjusted once the scope is defined.
- Maintenance costs to be determined when the project is included in the 10-year Capital Improvement Plan.
- Project scope and priority is in coordination with the 2013 Parks Master Plan.
- This project is anticipated to be completed by build-out in FY2027.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	-	-	-	-	15,400	15,400
Construction Mgmt	23	-	-	-	-	-	-	-	1,893	1,916
Land/ROW	17,899	-	-	-	-	-	-	-	-	17,899
Professional Services	7	-	-	-	-	-	-	-	1,355	1,362
Total Expenses	17,929	-	-	-	-	-	-	-	18,648	36,577

### Sources (1,000s)

2006 GO Bonds 08	10,000	-	-	-	-	-	-	-	-	10,000
Future Bonds	-	-	-	-	-	-	-	-	18,648	18,648
PFMPC-2009 Bonds	7,929	-	-	-	-	-	-	-	-	7,929
Total Sources	17,929	-	-	-	-	-	-	-	18,648	36,577

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Powerline Trail Drainage at Holliday Farms

Project #: PR078 / 70120078

### Project Description:

Grading and drainage improvements along the Powerline Trail adjacent to the Holiday Farms subdivision to prevent damage to the landscaping, walls and retention basins after rainfall.

### Financial Information:

- Includes storm drain and catch basin renovation.
- Maintenance costs are included in the current operating budget.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	170	-	-	-	-	-	-	-	170
Construction Mgmt	-	19	-	-	-	19	-	-	-	38
Professional Services	13	24	-	-	-	-	-	-	-	37
Total Expenses	13	213	-	-	-	19	-	-	-	245

### Sources (1,000s)

General Fund	13	213	-	-	-	19	-	-	-	245
Total Sources	13	213	-	-	-	19	-	-	-	245

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Crossroads Park NE Expansion - Phase II

Project #: PR079 / 70120079

### Project Description:

Development of approximately six acres directly east of the AZ Ice facility.

### Financial Information:

- Project is in coordination with the 2013 Parks Master Plan.



This project is 100% funded through Parks and Recreation SDFs. This project is required to support growth within the community.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	2,500	-	-	-	-	2,500
Construction Mgmt	-	-	-	-	350	-	-	-	-	350
Equipment & Furniture	-	-	-	-	275	-	-	-	-	275
Professional Services	-	-	-	-	240	-	-	-	-	240
Total Expenses	-	-	-	-	3,365	-	-	-	-	3,365

### Sources (1,000s)

Future Bonds	-	-	-	-	3,365	-	-	-	-	3,365
Total Sources	-	-	-	-	3,365	-	-	-	-	3,365

### Maintenance Costs (1,000s)

Contractual Services	-	-	-	-	35	-	-	-	-	35
Utilities	-	-	-	-	15	-	-	-	-	15
Total Maintenance	-	-	-	-	50	-	-	-	-	50

## Hetchler Park South Pool

Project #: PR081 / 70120081

### Project Description:

Construction of a swimming pool facility. Location options include Hetchler Park, a school site (Campo Verde High School), or potentially a future park site such as Chandler Heights Basin.

### Financial Information:

- Includes approximately \$1.5 million for additional amenities such as a water slide and splash pool.
- Project to be coordinated with project PR069.
- Project scope and priority is in coordination with the 2013 Parks Master Plan.
- Maintenance costs are currently being evaluated for inclusion in the FY2016 Capital Improvement Plan.



This project is 100% funded through Parks and Recreation SDFs. This project is required to support growth within the community. See Financial Information for additional detail.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	10 Years	Total
Construction	-	-	-	-	-	-	2,900	3,000	-	5,900
Construction Mgmt	-	-	-	-	-	50	400	50	-	500
Equipment & Furniture	-	-	-	-	-	135	-	-	-	135
Professional Services	-	-	-	-	-	220	-	-	-	220
Total Expenses	-	-	-	-	-	405	3,300	3,050	-	6,755

### Sources (1,000s)

Future Bonds	-	-	-	-	-	405	3,300	3,050	-	6,755
Total Sources	-	-	-	-	-	405	3,300	3,050	-	6,755

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Public Bike Park Facility

Project #: PR082 / 70120082

### Project Description:

This project consists of the design and construction of a public bicycle park facility on approximately two acres.

### Financial Information:

- Project scope and priority is in coordination with the 2013 Parks Master Plan.
- Maintenance costs are currently being evaluated for inclusion in the FY2016 Capital Improvement Plan.
- Project identified/prioritized, but due to timing it is not funded in the balanced 10 year plan.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	-	-	-	-	855	855
Construction Mgmt	-	-	-	-	-	-	-	-	121	121
Equipment & Furniture	-	-	-	-	-	-	-	-	60	60
Professional Services	-	-	-	-	-	-	-	-	90	90
Total Expenses	-	-	-	-	-	-	-	-	1,126	1,126

### Sources (1,000s)

Beyond 10 Years	-	-	-	-	-	-	-	-	1,066	1,066
Total Sources	-	-	-	-	-	-	-	-	1,066	1,066

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## South Recharge Site Riparian Area

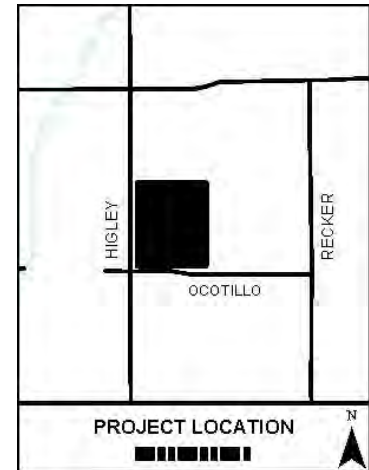
Project #: PR083 / 70120083

### Project Description:

A 140-acre site at the northeast corner of Ocotillo Road and Higley Road developed similar in design to the Riparian area located on Guadalupe Road.

### Financial Information:

- Coordinate with project WW077.
- Project scope and priority is in coordination with the 2013 Parks Master Plan.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	-	-	-	40,600	-	40,600
Construction Mgmt	-	-	-	-	-	-	-	4,200	-	4,200
Equipment & Furniture	-	-	-	-	-	-	-	400	-	400
Professional Services	-	-	-	-	-	-	-	3,300	-	3,300
Total Expenses	-	-	-	-	-	-	-	48,500	-	48,500

### Sources (1,000s)

Future Bonds	-	-	-	-	-	-	-	48,500	-	48,500
Total Sources	-	-	-	-	-	-	-	48,500	-	48,500

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Santan Vista Trail - Phase II

Project #: PR084 / 70120084

### Project Description:

Multi-modal Canal trail improvements along the Eastern Canal (Santan Vista Trail) from Baseline south to Germann. Phase II includes improvements to the section from Warner to Ray. This includes landscaping, irrigation, concrete pathway, rest areas, and lighting, and signage. Requires coordination with UPRR for crossing of the railroad.

### Financial Information:

- Requires coordination with UPRR for crossing of railroad.
- Project scope and priority is in coordination with the 2013 Parks Master Plan.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	-	1,700	-	-	-	1,700
Construction Mgmt	-	-	-	-	50	300	50	-	-	400
Professional Services	-	-	-	-	170	-	-	-	-	170
Total Expenses	-	-	-	-	220	2,000	50	-	-	2,270

### Sources (1,000s)

PFMPC-Future Bonds	-	-	-	-	220	2,000	50	-	-	2,270
Total Sources	-	-	-	-	220	2,000	50	-	-	2,270

### Maintenance Costs (1,000s)

Contractual Services	-	-	-	-	-	5	-	-	-	5
Utilities	-	-	-	-	-	1	-	-	-	1
Total Maintenance	-	-	-	-	-	6	-	-	-	6

## Santan Vista Trail - Phase III

Project #: PR085 / 70120085

### Project Description:

Multi-modal Canal trail improvements along the Eastern Canal (Santan Trail) from Baseline south to Germann. Phase III includes improvements from Ray to Germann to include potentially landscaping, irrigation, concrete pathway, rest areas, lighting, interpretive kiosks, and signage.

### Financial Information:

- Project scope and priority is in coordination with the 2013 Parks Master Plan.
- Maintenance costs are currently being evaluated for inclusion in the FY2016 Capital Improvement Plan.
- The project is anticipated to be completed by FY2024.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	-	-	-	4,598	-	4,598
Construction Mgmt	-	-	-	-	-	-	-	4,598	-	4,598
Professional Services	4	-	-	-	-	-	-	410	-	414
Total Expenses	4	-	-	-	-	-	-	9,606	-	9,610

### Sources (1,000s)

GO Bonds	1	-	-	-	-	-	-	-	-	1
Investment Income	3	-	-	-	-	-	-	-	-	3
PFMPC-Future Bonds	-	-	-	-	-	-	-	9,606	-	9,606
Total Sources	4	-	-	-	-	-	-	9,606	-	9,610

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Southwest Activity Center/Field Complex

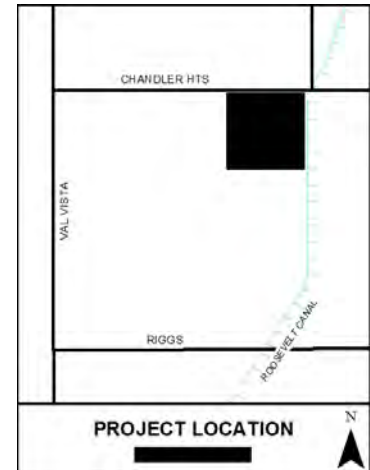
Project #: PR087 / 70120087

### Project Description:

Design and construction of an activity center with ball fields, sport courts, multi-use fields, lake, ramadas, lighting, parking, landscaping, etc. on approximately 80 acres.

### Financial Information:

- Park SDFs include \$810,000 in prior years for improvements to Chandler Heights (ST076).
- Land acquisition was funded through the issuance of debt.
- The project was added to the program after FY2001 and Growth/Non-growth allocation is based on the percentage of residential build-out remaining in 2001 (32.7% Non-growth/67.3% Growth).
- Project scope and priority is in coordination with the 2013 Parks Master Plan.
- Project identified/prioritized, but due to timing it is not funded in the balanced 10 year plan.



This project is funded through Parks and Recreation SDFs (partially offset by General Fund contributions and Future Bonds). This project is required to support growth within the community. See Financial Information for additional detail.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	530	-	-	-	-	-	-	-	21,600	22,130
Construction Mgmt	124	-	-	-	-	-	-	-	3,054	3,178
Equipment & Furniture	-	-	-	-	-	-	-	-	1,200	1,200
Land/ROW	24,053	-	-	-	-	-	-	-	-	24,053
Professional Services	115	-	-	-	-	-	-	-	1,805	1,920
Total Expenses	24,822	-	-	-	-	-	-	-	27,659	52,481

### Sources (1,000s)

Beyond 10 years	-	-	-	-	-	-	-	-	27,659	27,659
Park SDF	735	-	-	-	-	-	-	-	-	735
PFMPC-2009 Bonds	24,087	-	-	-	-	-	-	-	-	24,087
Total Sources	24,822	-	-	-	-	-	-	-	27,659	52,481

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Playground/Park Equipment Replacements/Upgrades

Project #: PR089 / 70120089

### Project Description:

Remove and replace play structures, and replace or upgrade miscellaneous park equipment at Freestone Park.

### Financial Information:

- Maintenance costs are included in the current operating budget.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	354	13	-	-	-	-	-	-	-	367
Construction Mgmt	13	-	-	-	-	-	-	-	-	13
Professional Services	16	-	-	-	-	-	-	-	-	16
Total Expenses	383	13	-	-	-	-	-	-	-	396

### Sources (1,000s)

General Fund	223	13	-	-	-	-	-	-	-	236
GO Bonds	160	-	-	-	-	-	-	-	-	160
Total Sources	383	13	-	-	-	-	-	-	-	396

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Freestone Park Basketball Courts

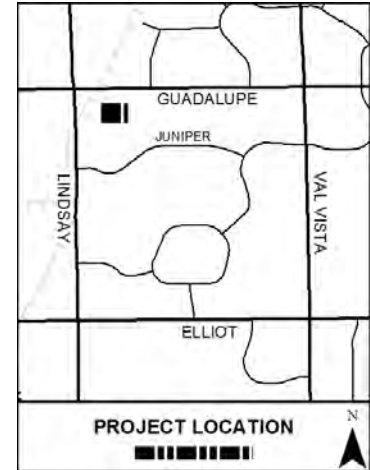
Project #: PR091 / 70120091

### Project Description:

Replacement of four existing basketball courts at Freestone Park with new courts on post-tensioned slabs.

### Financial Information:

- Maintenance costs are included in the current operating budget.
- Project is substantially complete awaiting final financial reconciliation.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	143	-	-	-	-	-	-	-	-	143
Construction Mgmt	11	1	-	-	-	-	-	-	-	12
Professional Services	14	1	-	-	-	-	-	-	-	15
Total Expenses	168	2	-	-	-	-	-	-	-	170

### Sources (1,000s)

GO Bonds	168	2	-	-	-	-	-	-	-	170
Total Sources	168	2	-	-	-	-	-	-	-	170

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Playground Shade Structures - Various Locations

Project #: PR092 / 70120092

### Project Description:

Install shade structures over playground equipment in Gilbert parks.

### Financial Information:

- Locations to be identified by Gilbert Parks & Recreation Department staff.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	700	-	-	-	-	-	700
Construction Mgmt	-	-	-	100	-	-	-	-	-	100
Professional Services	-	-	-	70	-	-	-	-	-	70
Total Expenses	-	-	-	870	-	-	-	-	-	870

### Sources (1,000s)

General Fund	-	-	-	870	-	-	-	-	-	870
Total Sources	-	-	-	870	-	-	-	-	-	870

### Maintenance Costs (1,000s)

Contractual Services	-	-	-	-	-	-	3	-	-	3
Total Maintenance	-	-	-	-	-	-	3	-	-	3

## Trail Crossing Signals – Phase II

Project #: PR095 / 70120095

### Project Description:

Signalization of trail crossings at locations to be determined as needed.

### Financial Information:

- First two groups of five (5) signals per group are under design through the Maricopa Association of Governments (MAG) using Bicycle Design Assistance grants.
- SRP Aesthetic Fund Program will be evaluated to offset construction costs.
- Signal installation is subject to change based upon traffic warrant studies.



This project is funded through both growth and non-growth funding sources. A portion of the project is required to support growth within the community. See Financial Information for additional detail.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	562	-	-	-	-	-	-	-	562
Construction Mgmt	3	7	8	-	-	-	-	-	-	18
Professional Services	17	33	8	-	-	-	-	-	-	58
Total Expenses	20	602	16	-	-	-	-	-	-	638

### Sources (1,000s)

Federal Grant	-	534	-	-	-	-	-	-	-	534
Park SDF	20	68	16	-	-	-	-	-	-	104
Total Sources	20	602	16	-	-	-	-	-	-	638

### Maintenance Costs (1,000s)

Supplies	-	-	44	-	-	-	-	-	-	44
Utilities	-	-	10	-	-	-	-	-	-	10
Total Maintenance	-	-	54	-	-	-	-	-	-	54

## Santan Vista Trail – Phase IV

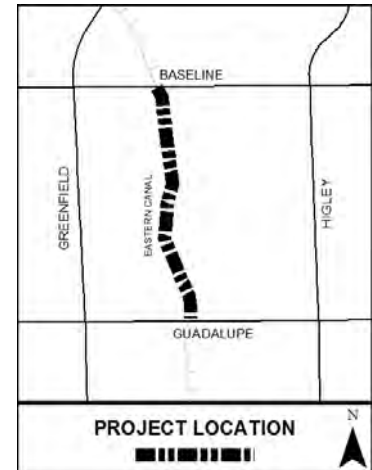
Project #: PR097 / 70120097

### Project Description:

Multi-modal canal trail improvements along the Eastern Canal (Santan Vista Trail) from Baseline, south to Germann. Phase IV includes improvements from Baseline to Guadalupe to include concrete pathway, lighting, landscaping, irrigation, rest areas, interpretive kiosks, and signage.

### Financial Information:

- Project design was previously completed under PR029.
- Project costs may be offset by future Congestion Mitigation Air Quality (CMAQ) funding.
- Project scope is in coordination with the 2013 Parks Master Plan.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	-	-	-	520	1,231	1,751
Construction Mgmt	-	-	-	-	-	-	-	120	-	120
Professional Services	-	-	-	-	-	-	-	70	-	70
Total Expenses	-	-	-	-	-	-	-	710	1,231	1,941

### Sources (1,000s)

PFMPC-Future Bonds	-	-	-	-	-	-	-	710	1,231	1,941
Total Sources	-	-	-	-	-	-	-	710	1,231	1,941

### Maintenance Costs (1,000s)

Contractual Services	-	-	-	-	-	-	5	-	-	5
Utilities	-	-	-	-	-	-	1	-	-	1
Total Maintenance	-	-	-	-	-	-	6	-	-	6

## Pool Repairs - Various Locations

Project #: PR098 / 70120098

### Project Description:

Pool repairs at Mesquite Aquatic Center, Greenfield, Perry and Williams Field Pools. All four pool sites require Virginia Graeme Baker Act (VGBA) drain cover modification/replacement and sump work. Mesquite Aquatic Center repairs include concrete decking repair, pool plaster replacement, shower room repairs, cool decking replacement, paint steps and slide tower repairs.

### Financial Information:

- FY2014 construction costs are for the repairs at Mesquite Aquatic Center. Gilbert Public School's cost share will be 50% and will be reimbursed after completion of project.
- Payments from Higley USD (\$31,000) and Chandler USD (\$15,000) have already been received. These contributions were for the drain work at the Williamsfield and Perry High Schools.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	249	964	-	-	-	-	-	-	-	1,213
Construction Mgmt	25	14	-	-	-	-	-	-	-	39
Professional Services	101	46	-	-	-	-	-	-	-	147
Total Expenses	375	1,024	-	-	-	-	-	-	-	1,399

### Sources (1,000s)

Chandler USD	-	78	-	-	-	-	-	-	-	78
General Fund	173	360	-	-	-	-	-	-	-	533
Gilbert Public Schools	-	555	-	-	-	-	-	-	-	555
GO Bonds	202	-	-	-	-	-	-	-	-	202
Higley USD	-	31	-	-	-	-	-	-	-	31
Total Sources	375	1,024	-	-	-	-	-	-	-	1,399

### Maintenance Costs (1,000s)

Supplies	-	-	15	-	-	-	-	-	-	15
Total Maintenance	-	-	15	-	-	-	-	-	-	15

## Trail - Santan Freeway - Val Vista to Discovery Park

Project #: PR101 / 70120101

### Project Description:

Design and construct a multi-use trail along Santan Freeway from 1/4 East of Val Vista to Discovery Park. This trail will provide connectivity to the existing 202 trail from Zanjero Park and Mercy Gilbert Hospital to Discovery Park at Greenfield and Pecos.

### Financial Information:



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	800	-	-	-	-	800
Construction Mgmt	-	-	30	50	50	-	-	-	-	130
Land/ROW	-	-	30	1,600	-	-	-	-	-	1,630
Professional Services	-	-	80	-	-	-	-	-	-	80
Total Expenses	-	-	140	1,650	850	-	-	-	-	2,640

### Sources (1,000s)

General Fund	-	-	140	1,650	850	-	-	-	-	2,640
Total Sources	-	-	140	1,650	850	-	-	-	-	2,640

### Maintenance Costs (1,000s)

Contractual Services	-	-	-	5	6	-	-	-	-	11
Utilities	-	-	-	1	-	-	-	-	-	1
Total Maintenance	-	-	-	6	6	-	-	-	-	12

## Trail - San Tan 202 Freeway - Discovery Park to Cosmo Park

Project #: PR102 / 70120102

### Project Description:

Design and construct a multi-use trail to provide connectivity between Discovery Park and Cosmo Park along the 202 Freeway corridor.

### Financial Information:



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	-	-	-	2,400	-	2,400
Construction Mgmt	-	-	-	-	-	48	48	350	-	446
Land/ROW	-	-	-	-	-	-	725	-	-	725
Professional Services	-	-	-	-	-	220	-	-	-	220
Total Expenses	-	-	-	-	-	268	773	2,750	-	3,791

### Sources (1,000s)

PFMPC-Future Bonds	-	-	-	-	-	268	773	2,750	-	3,791
Total Sources	-	-	-	-	-	268	773	2,750	-	3,791

### Maintenance Costs (1,000s)

Contractual Services	-	-	-	-	-	-	5	-	-	5
Utilities	-	-	-	-	-	-	1	-	-	1
Total Maintenance	-	-	-	-	-	-	6	-	-	6



## Playground Replacements - Various Park Sites

Project #: PR103 / 70120103

### Project Description:

Remove and replace play structures in the following fiscal years and locations:  
 FY2015 - Crossroads, Freestone Ballfield, Vista Allegre, Oak Tree East, Oak Tree West, Veteran's Park, Village II East; FY2016 - McQueen Ballfield North, Villa Madeira, Freestone Soccer Fields; FY2017 - John Allen, Circle G North, Circle G South, Sunview; FY2018 - Page Park; FY2019 - Village II Park West; FY2020-2024 (6 to 10 years) - Freestone Recreation Center, McQueen Park Activity Center West, McQueen Park Activity Center East, Discovery, Sonora Town, McQueen Ballfield South, Cosmo; and FY2025 (beyond 10 years) - Freestone Ramada



### Financial Information:

This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	525	355	428	397	107	-	1,035	-	2,847
Construction Mgmt	-	150	25	44	32	11	-	79	40	381
Professional Services	-	225	36	44	40	11	-	102	-	458
Total Expenses	-	900	416	516	469	129	-	1,216	40	3,686

### Sources (1,000s)

General Fund	-	900	416	516	469	129	-	1,216	40	3,686
Total Sources	-	900	416	516	469	129	-	1,216	40	3,686

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Water Tower Plaza - System Repairs & Upgrades

Project #: PR104 / 70120104

### Project Description:

Complete system repairs and upgrades, which include subgrade landscape light replacements, splash pad system upgrades, water wall glass replacement, re-caulking of the water wall seams, and re-grout tile/concrete transition points.

### Financial Information:

- Maintenance costs are currently being evaluated for inclusion in the FY2016 Capital Improvement Plan.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	251	-	-	-	-	-	251
Construction Mgmt	-	-	-	32	-	-	-	-	-	32
Professional Services	-	-	-	37	-	-	-	-	-	37
Total Expenses	-	-	-	320	-	-	-	-	-	320

### Sources (1,000s)

General Fund	-	-	-	320	-	-	-	-	-	320
Total Sources	-	-	-	320	-	-	-	-	-	320

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Pool Pump Pit Upgrades

Project #: PR105 / 70120105

### Project Description:

Upgrade the pump pits at Mesquite Aquatic Center, Greenfield Pool, Williams Field Pool, and Perry Pool by adding electrically controlled shut off valves that can be operated without staff entering the pit areas.

### Financial Information:

- Upon finalization of the assessment, appropriate allocation will be remitted by the School District per the IGA.
- Maintenance costs are included in the current operating budget.



This project does not impact the SDF calculations

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	140	-	-	-	-	-	-	-	140
Construction Mgmt	-	18	-	-	-	-	-	-	-	18
Professional Services	-	35	-	-	-	-	-	-	-	35
Total Expenses	-	193	-	-	-	-	-	-	-	193

### Sources (1,000s)

General Fund	-	193	-	-	-	-	-	-	-	193
Total Sources	-	193	-	-	-	-	-	-	-	193

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Pool Chemical Room Modifications

Project #: PR106 / 70120106

### Project Description:

Modify the chemical rooms at Mesquite Aquatic Center, Greenfield Pool, Williams Field Pool, and Perry Pool by adding a barrier wall between the chlorine and acid systems and modify the chemical room ventilation systems at each of the four pools.

### Financial Information:

- Upon finalization of the assessment, appropriate allocation will be remitted by the School District per the IGA.
- Maintenance costs are included in the current operating budget.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	200	-	-	-	-	-	-	-	200
Construction Mgmt	-	30	-	-	-	-	-	-	-	30
Professional Services	-	50	-	-	-	-	-	-	-	50
Total Expenses	-	280	-	-	-	-	-	-	-	280

### Sources (1,000s)

General Fund	-	280	-	-	-	-	-	-	-	280
Total Sources	-	280	-	-	-	-	-	-	-	280

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Riparian Preserve Yurts

Project #: PR107 / 70120107

### Project Description:

Installation of facilities to provide education programs and overnight lodging at the preserve.

### Financial Information:

Project identified and prioritized, but due to timing it is not funded in the balanced 10 year plan.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	-	-	-	-	102	102
Construction Mgmt	-	-	-	-	-	-	-	-	8	8
Equipment & Furniture	-	-	-	-	-	-	-	-	15	15
Professional Services	-	-	-	-	-	-	-	-	37	37
Total Expenses	-	-	-	-	-	-	-	-	162	162

### Sources (1,000s)

Beyond 10 years	-	-	-	-	-	-	-	-	162	162
Total Sources	-	-	-	-	-	-	-	-	162	162

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Discovery Park Playground Structure

Project #: PR108 / 70120108

### Project Description:

Install a new full-size play structure at Discovery Park. A full-size structure was not included in the original park design.

### Financial Information:



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	-	510	-	-	-	510
Construction Mgmt	-	-	-	-	40	105	-	-	-	145
Professional Services	-	-	-	-	55	-	-	-	-	55
Total Expenses	-	-	-	-	95	615	-	-	-	710

### Sources (1,000s)

General Fund	-	-	-	-	95	615	-	-	-	710
Total Sources	-	-	-	-	95	615	-	-	-	710

### Maintenance Costs (1,000s)

Contractual Services	-	-	-	-	-	-	2	-	-	2
Total Maintenance	-	-	-	-	-	-	2	-	-	2

## Riparian Area at Water Ranch - Interpretive Sign Replacement

Project #: PR109 / 70120109

### Project Description:

Replace original interpretive signs located at the Riparian Area at Water Ranch.

### Financial Information:

- Maintenance costs are currently being evaluated for inclusion in the FY2016 Capital Improvement Plan.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	120	-	-	-	-	-	120
Construction Mgmt	-	-	-	30	-	-	-	-	-	30
Professional Services	-	-	-	15	-	-	-	-	-	15
Total Expenses	-	-	-	165	-	-	-	-	-	165

### Sources (1,000s)

General Fund	-	-	-	165	-	-	-	-	-	165
Total Sources	-	-	-	165	-	-	-	-	-	165

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Powerline Trail - Recker to Power Road

Project #: PR110 / 70120110

### Project Description:

Western powerline trail improvements from Recker Road to Power Road to include concrete pathway, rest areas/shade, lighting, drinking fountain, and landscape improvements.

### Financial Information:

- Project scope and priority is in coordination with the 2013 Parks Master Plan.
- This project is anticipated to be completed in FY2021.
- Maintenance costs are currently being evaluated for inclusion in the FY2016 Capital Improvement Plan.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	-	-	-	1,421	-	1,421
Construction Mgmt	-	-	-	-	-	-	-	124	-	124
Professional Services	-	-	-	-	-	-	-	124	-	124
Total Expenses	-	-	-	-	-	-	-	1,669	-	1,669

### Sources (1,000s)

PFMPC-Future Bonds	-	-	-	-	-	-	-	1,669	-	1,669
Total Sources	-	-	-	-	-	-	-	1,669	-	1,669

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Southeast Regional Library - Fountain Project

Project #: PR111 / 70120111

### Project Description:

The project will renovate/re-purpose the existing Southeast Regional Library fountain.

### Financial Information:



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	700	-	-	-	-	700
Construction Mgmt	-	-	-	40	100	-	-	-	-	140
Professional Services	-	-	-	90	-	-	-	-	-	90
Total Expenses	-	-	-	130	800	-	-	-	-	930

### Sources (1,000s)

General Fund	-	-	-	130	800	-	-	-	-	930
Total Sources	-	-	-	130	800	-	-	-	-	930

### Maintenance Costs (1,000s)

Contractual Services	-	-	-	-	-	3	-	-	-	3
Utilities	-	-	-	-	-	3	-	-	-	3
Total Maintenance	-	-	-	-	-	6	-	-	-	6

## Gilbert Youth Soccer Complex - Sprinkler Additions

Project #: PR112 / 70120112

### Project Description:

Add sprinkler systems to eight additional fields at the Gilbert Youth Soccer Complex.

### Financial Information:



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	250	1,786	-	-	-	-	2,036
Construction Mgmt	-	-	-	86	260	-	-	-	-	346
Professional Services	-	-	-	180	61	-	-	-	-	241
Total Expenses	-	-	-	516	2,107	-	-	-	-	2,623

### Sources (1,000s)

Future Bonds	-	-	-	516	2,107	-	-	-	-	2,623
Total Sources	-	-	-	516	2,107	-	-	-	-	2,623

### Maintenance Costs (1,000s)

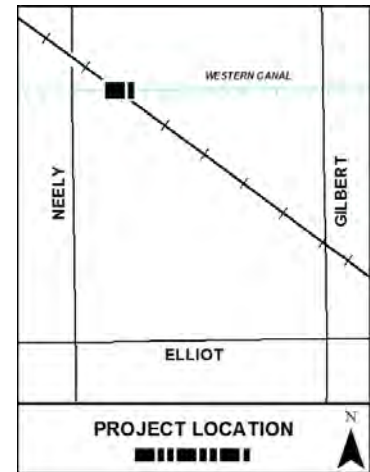
Supplies	-	-	-	-	-	3	-	-	-	3
Total Maintenance	-	-	-	-	-	3	-	-	-	3

## Western Powerline Trail - UPRR Grade Separated Pedestrian Crossing

Project #: PR113 / 70120113

### Project Description:

The Town of Gilbert operates a shared use recreational trail designated as the Western Powerline Trail (WPT) along the Salt River Project's (SRP) Lateral 9.5 (Western Canal) and parallel to SRP's high voltage transmission facilities. At the project location, the trail has termini on either side of the Union Pacific Railroad (UPRR) Phoenix Subdivision (Mainline) at Neely Street and at a pedestrian bridge crossing the canal about ¼-mile east of the UPRR mainline. There is no existing legal crossing of the UPRR Right-of-Way in this location. This project would design and construct a grade separated pedestrian crossing at the UPRR mainline establishing safer, unobstructed pedestrian connectivity to a heavily used regional trail system. Included in the project is the completion of trail improvements approximately 1/8 mile on either side of the crossing location.



### Financial Information:

- Funding source is the reallocation of prior year reimbursements.

This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	10 Years	Total
Construction	-	-	-	1,146	1,241	1,241	-	-	-	3,628
Construction Mgmt	-	-	65	60	210	210	-	-	-	545
Land/ROW	-	-	-	245	-	-	-	-	-	245
Professional Services	-	-	355	-	-	-	-	-	-	355
Total Expenses	-	-	420	1,451	1,451	1,451	-	-	-	4,773

### Sources (1,000s)

CIP Outside Sources	-	-	-	1,451	1,451	1,451	-	-	-	4,353
General Fund	-	-	420	-	-	-	-	-	-	420
Total Sources	-	-	420	1,451	1,451	1,451	-	-	-	4,773

### Maintenance Costs (1,000s)

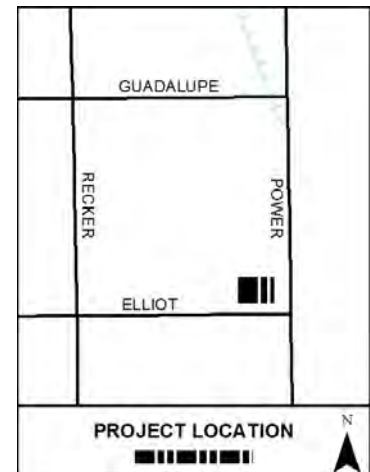
Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Elliott District Park Repairs

Project #: PR114 / 70120114

### Project Description:

Complete the repair work at Elliot District Park (EDP) (otherwise known as Big League Dreams), identified as CIP No. PR020 that provided for the original design and construction of EDP between 2006 and 2007. The total scope of work includes remediating 1) ADA compliant ramps and stairs in the clubhouse buildings, 2) Height of playground shade structure, 3) ADA compliant stadium stairs and handrails, 4) Depressed stairways for ADA compliance around the perimeter of the clubhouse buildings, 5) ADA compliant stairs and handrails at dugout stairways, 6) ADA compliant switchback walking surfaces, and 7) ADA defined trip hazards in existing flatwork 8) site drainage (including flatwork and fields) 9) parking lot and 10) structural repairs on the administrative and clubhouse buildings.



### Financial Information:

unknown at this time.

This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years									Total
		2015	2016	2017	2018	2019	2020	Beyond 6-10 years	Beyond 10 Years	
Construction	85	2,381	-	-	22,000	-	-	-	-	24,466
Professional Services	468	1,609	2,500	-	-	-	-	-	-	4,577
Total Expenses	553	3,990	2,500	-	22,000	-	-	-	-	29,043

### Sources (1,000s)

CIP Outside Sources	-	-	2,500	-	22,000	-	-	-	-	24,500
General Fund	553	3,990	-	-	-	-	-	-	-	4,543
Total Sources	553	3,990	2,500	-	22,000	-	-	-	-	29,043

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Town Store - Southeast Regional Library

Project #: PRNEW1 /

### Project Description:



This project will convert existing interior space in the SERL into a store and visitors center.

### Financial Information:

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Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	60	-	-	-	-	60
Construction Mgmt	-	-	-	-	10	-	-	-	-	10
Professional Services	-	-	-	-	15	-	-	-	-	15
Total Expenses	-	-	-	-	85	-	-	-	-	85

### Sources (1,000s)

General Fund	-	-	-	-	85	-	-	-	-	85
Total Sources	-	-	-	-	85	-	-	-	-	85

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Irrigation System Replacements

Project #: PRNEW2 /

### Project Description:



This project will replace complete park aging irrigation system infrastructure to include piping and valves. FY17 Freestone Park; FY19 Crossroads Park and Municipal Center (Muni I); 6 to 10 years - Circle G, Oak Tree, Old West, Page Park, Sunview, Vaughn Basin, Village II, Villa Madeira, and Vista Allegre

### Financial Information:

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Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	3,350	-	5,567	1,185	-	10,102
Construction Mgmt	-	-	-	30	54	60	80	30	-	254
Professional Services	-	-	-	250	255	437	402	178	-	1,522
Total Expenses	-	-	-	280	3,659	497	6,049	1,393	-	11,878

### Sources (1,000s)

Future Bonds	-	-	-	280	3,659	497	6,049	1,393	-	11,878
Total Sources	-	-	-	280	3,659	497	6,049	1,393	-	11,878

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Irrigation Controller Replacements

Project #: PRNEW3 /

### Project Description:



This project will replace obsolete irrigation controllers in parks and along trails.  
 FY17 - Replace 69 controller units at 15 park sites, SRP Trail, Muni I & II Building sites, two pool sites, and the Southeast regional Library; 6 to 10 years - Replace 31 controller units at 10 sites; 10 plus years - Replace 13 units at 4 sites

### Financial Information:

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Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	690	-	-	310	-	130	1,130
Construction Mgmt	-	-	-	55	-	-	25	-	11	91
Professional Services	-	-	-	55	-	-	25	-	11	91
Total Expenses	-	-	-	800	-	-	360	-	152	1,312

### Sources (1,000s)

General Fund	-	-	-	800	-	-	360	-	152	1,312
Total Sources	-	-	-	800	-	-	360	-	152	1,312

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## American With Disabilities Act (ADA) improvements and upgrades to parks.

Project #: PRNEW4 /

### Project Description:



This project will provide upgrades, modifications, and improvements to parks to ensure compliance with ADA requirements. Year 1 - The project will include an assessment of current conditions in parks related to ADA. This assessment will supplement the previous report (ADA Transition Plan – February 2014) which mainly focused on the Town's street facilities. Additional Years - Begin modifications based on reported findings and priorities.

### Financial Information:

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Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction Mgmt	-	-	-	10	-	-	-	-	-	10
Professional Services	-	-	-	200	-	-	-	-	-	200
Total Expenses	-	-	-	210	-	-	-	-	-	210

### Sources (1,000s)

General Fund	-	-	-	210	-	-	-	-	-	210
Total Sources	-	-	-	210	-	-	-	-	-	210

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## McQueen Activity Center Roof Resurface Project

Project #: PRNEW5 /

### Project Description:



Install a foam roof over the original section of the McQueen Park Activity Center, approximately 15,000 square feet, which was constructed in 1997 which has developed leaks.

### Financial Information:

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Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	454	-	-	-	-	-	-	454
Construction Mgmt	-	-	59	-	-	-	-	-	-	59
Professional Services	-	-	50	-	-	-	-	-	-	50
Total Expenses	-	-	563	-	-	-	-	-	-	563

### Sources (1,000s)

General Fund	-	-	563	-	-	-	-	-	-	563
Total Sources	-	-	563	-	-	-	-	-	-	563

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Public Works replacement of AC units and Evap cooler that have reach their end of life cycle

Project #: PRNEW6 /

### Project Description:



Replace 16 Ac units and 14 evap cooler in the public works administration building and shops.

### Financial Information:

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction Mgmt	-	-	-	-	10	-	-	-	-	10
Equipment & Furniture	-	-	-	-	137	-	-	-	-	137
Total Expenses	-	-	-	-	147	-	-	-	-	147

### Sources (1,000s)

Water Fund	-	-	-	-	147	-	-	-	-	147
Total Sources	-	-	-	-	147	-	-	-	-	147

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Santan Vista Trail - Phase V

Project #: PRNEW7 /

### Project Description:



Multi-modal trail improvements along the Eastern Canal (Santan Vista Trail) from Germann Road to Queen Creek Road. Phase V improvements to include concrete pathway, landscaping, irrigation, rest areas, and signage. Coordinate the project with the City of Chandler.

### Financial Information:

Project identified and prioritized, but due to timing it is not funded in the balanced 10 year plan.

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Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	-	-	-	-	1,397	1,397
Construction Mgmt	-	-	-	-	-	-	-	-	243	243
Professional Services	-	-	-	-	-	-	-	-	125	125
Total Expenses	-	-	-	-	-	-	-	-	1,765	1,765

### Sources (1,000s)

Beyond 10 Years	-	-	-	-	-	-	-	-	1,765	1,765
Total Sources	-	-	-	-	-	-	-	-	1,765	1,765

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Freestone Recreation Center Roof Repair

Project #: PRNEW9 /

### Project Description:



An assessment of the structure for any other structural issues that need to be addressed prior to roof removal and replacement is to be a part of this project. The budget proposed is currently for this assessment and the removal and replacement of the metal roof section of Freestone Recreation Center, approximately 20,000 square feet.

Once the assessment is complete, any additional repairs needing to be completed in conjunction with the roof replacement will be requested to be added into this project once the associated dollars amounts are known.

### Financial Information:

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Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	852	-	-	-	-	-	-	852
Construction Mgmt	-	-	132	-	-	-	-	-	-	132
Professional Services	-	-	116	-	-	-	-	-	-	116
Total Expenses	-	-	1,100	-	-	-	-	-	-	1,100

### Sources (1,000s)

General Fund	-	-	1,100	-	-	-	-	-	-	1,100
Total Sources	-	-	1,100	-	-	-	-	-	-	1,100

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Vaughn Avenue Parking Structure

Project #: RD110 / 71020110

### Project Description:

Design and construction of a structured parking facility located near Vaughn and Ash on the north side of Vaughn in support of the restaurant and entertainment uses developing in the Heritage District. The garage is planned for 364 spaces in a four-story structure with restroom facilities and surrounding surface parking. Includes additional roadway improvements for circulation and access.

### Financial Information:

- Project will be completed using the Construction Manager at Risk project delivery method.
  - Timing of the project is to coincide with adjacent development.
  - Coordinate with project TS171.
  - Project is primarily funded through Public Facility Municipal Property Corporation (PFMPC) bonds to be repaid through General Fund revenues.
  - Primary funding source includes PFMPC bonds that the Town issued in 2009.
- Project costs have been escalated from original estimates.
- Maintenance costs are included in the current operating budget.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	Beyond 10 Years	Total
Construction	4,940	2,179	-	-	-	-	-	-	-	7,119
Construction Mgmt	336	80	-	-	-	-	-	-	-	416
Professional Services	790	(25)	-	-	-	-	-	-	-	765
Total Expenses	6,066	2,234	-	-	-	-	-	-	-	8,300

### Sources (1,000s)

PFMPC Bonds	6,066	2,234	-	-	-	-	-	-	-	8,300
Total Sources	6,066	2,234	-	-	-	-	-	-	-	8,300

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## West Washington Street Parking Lot

Project #: RD112 / 71020112

### Project Description:

Design and construction of a parking lot to provide additional parking in downtown Gilbert.

### Financial Information:

- This project is anticipated to be completed in FY2022.
- Maintenance costs are currently being evaluated for inclusion in the FY2016 Capital Improvement Plan.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	-	-	-	810	-	810
Construction Mgmt	-	-	-	-	-	-	-	81	-	81
Professional Services	-	-	-	-	-	-	-	113	-	113
Total Expenses	-	-	-	-	-	-	-	1,004	-	1,004

### Sources (1,000s)

General Fund	-	-	-	-	-	-	-	1,004	-	1,004
Total Sources	-	-	-	-	-	-	-	1,004	-	1,004

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Downtown Transit Stops

Project #: RD114 / 71020114

### Project Description:

Upgrade/replace three transit stops in the downtown area with new artistic transit stops. Locations are Historical Society, Market Place, and Boys and Girls Club.

### Financial Information:

- Costs are supported by a state LTAF II grant.
- Maintenance costs are included in the current operating budget.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	377	-	-	-	-	-	-	-	377
Construction Mgmt	34	6	-	-	-	-	-	-	-	40
Professional Services	99	1	-	-	-	-	-	-	-	100
Total Expenses	133	384	-	-	-	-	-	-	-	517

### Sources (1,000s)

State Grant	133	384	-	-	-	-	-	-	-	517
Total Sources	133	384	-	-	-	-	-	-	-	517

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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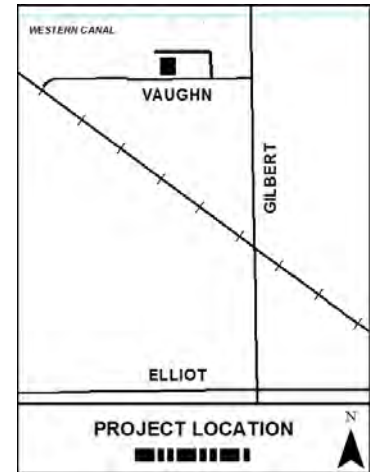
## Saint Xavier University

Project #: RD115 / 71020115

### Project Description:

The proposed facility will be an approximate 87,000-square-foot, four-story building located on Vaughn Avenue, west of Gilbert Road, and west of the anticipated Heritage District parking structure. Design of this facility will include, but is not limited to: academic space, administrative space, laboratories, parking, retail, and lease space. In addition, the building will be built with sustainable building products that ultimately lower the long-term maintenance and operations of the facility.

### Financial Information:



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	Beyond 10 Years	Total
Construction	-	29,000	-	-	-	-	-	-	-	29,000
Construction Mgmt	330	1,077	-	-	-	-	-	-	-	1,407
Equipment & Furniture	-	7,500	-	-	-	-	-	-	-	7,500
Professional Services	1,573	825	-	-	-	-	-	-	-	2,398
Total Expenses	1,903	38,402	-	-	-	-	-	-	-	40,305

### Sources (1,000s)

General Fund	1,903	-	-	-	-	-	-	-	-	1,903
Revenue Bonds	-	38,402	-	-	-	-	-	-	-	38,402
Total Sources	1,903	38,402	-	-	-	-	-	-	-	40,305

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Ash Street - Phase I

Project #: RD116 / 71020116

### Project Description:

Extend Ash Street from the Western Power Line Trail north to Juniper Avenue with a tie in connection to Heather Court to the west. Design improvements will include a 40' back of curb to back of curb roadway, drainage pipes and retention basin, new water and sewer lines, street lights and piping an open irrigation ditch. Curb, gutter and sidewalk will be added to the south side of Juniper Avenue to complete a continuous pedestrian path.

### Financial Information:



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Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	1,225	-	-	-	-	-	-	1,225
Construction Mgmt	-	135	70	-	-	-	-	-	-	205
Professional Services	-	130	-	-	-	-	-	-	-	130
Total Expenses	-	265	1,295	-	-	-	-	-	-	1,560

### Sources (1,000s)

Env Svcs Com Fund	-	-	100	-	-	-	-	-	-	100
Env Svcs Res Fund	-	-	50	-	-	-	-	-	-	50
General Fund	-	265	775	-	-	-	-	-	-	1,040
Wastewater Fund	-	-	110	-	-	-	-	-	-	110
Water Fund	-	-	260	-	-	-	-	-	-	260
Total Sources	-	265	1,295	-	-	-	-	-	-	1,560

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Southeast Corner Elliot and Gilbert

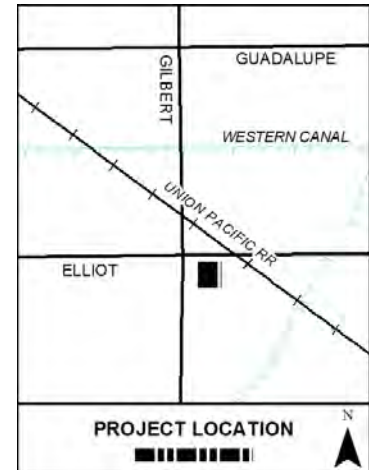
Project #: RD208 / 71020208

### Project Description:

Park and public space development on the southeast corner of Gilbert Road and Elliot Road. Eight-acre project to include landscaping, hardscape, some structures, parking, and other amenities. No specific approved uses have been identified at this time.

### Financial Information:

- Project costs to be updated upon completion of a scoping study prior to design.
- Maintenance costs to be determined when the project is included in the 10-year Capital Improvement Plan.
- This project is anticipated to be completed in FY2025.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	-	-	-	1,560	-	1,560
Construction Mgmt	-	-	-	-	-	-	-	-	156	156
Equipment & Furniture	-	-	-	-	-	-	-	94	-	94
Professional Services	-	-	-	-	-	-	-	218	-	218
Total Expenses	-	-	-	-	-	-	-	1,872	156	2,028

### Sources (1,000s)

General Fund	-	-	-	-	-	-	-	1,872	156	2,028
Total Sources	-	-	-	-	-	-	-	1,872	156	2,028

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Park and Ride Enhancements

Project #: RDNEW1 /

### Project Description:



Study adding enhancements to the Park and Ride which is located along W Page Ave to make it better suited to current special events including the Farmer's Market and Food Truck Court as well as proposed special events being worked through by the Economic Development Department.

### Financial Information:

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Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Professional Services	-	-	-	-	100	-	-	-	-	100
Total Expenses	-	-	-	-	100	-	-	-	-	100

### Sources (1,000s)

General Fund	-	-	-	-	100	-	-	-	-	100
Total Sources	-	-	-	-	100	-	-	-	-	100

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Heritage District Parkway Pedestrian Pathway

Project #: RDNEW2 /

### Project Description:



Study the implementation of the Heritage District Parkway Pedestrian Pathway as identified in the 2012 Revitalizing Downtown Gilbert Document. This plan proposes a shared space for bikes, cars and pedestrians to move from the Western Powerline Trail to Watertower Plaza utilizing the current alleyway parallel to Gilbert Road on the west side.

### Financial Information:

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Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Professional Services	-	-	-	-	100	-	-	-	-	100
Total Expenses	-	-	-	-	100	-	-	-	-	100

### Sources (1,000s)

General Fund	-	-	-	-	100	-	-	-	-	100
Total Sources	-	-	-	-	100	-	-	-	-	100

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Heritage District Parking Garage II

Project #: RDNEW3 /

### Project Description:



Study the need and specifics for development of a multistory parking garage on a town owned parcel in the heritage district wrapped with retail on the ground floor.

### Financial Information:

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Professional Services	-	-	-	-	100	-	-	-	-	100
Total Expenses	-	-	-	-	100	-	-	-	-	100

### Sources (1,000s)

General Fund	-	-	-	-	100	-	-	-	-	100
Total Sources	-	-	-	-	100	-	-	-	-	100

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Heritage District Water and Sewer Improvements

Project #: RDNEWA /

### Project Description:



This project accomplishes the goals for water and sewer improvements for the Heritage District established by the HUD 5-Year Plan.

### Financial Information:

This project is included in the HUD 5-Year Plan.

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Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	474	402	54	-	-	-	-	930
Total Expenses	-	-	474	402	54	-	-	-	-	930

### Sources (1,000s)

CDBG	-	-	474	402	54	-	-	-	-	930
Total Sources	-	-	474	402	54	-	-	-	-	930

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Gilbert Wellness and Resource Center

Project #: RDNEWB /

### Project Description:



This project is a proposed partnership with Dignity Health.

### Financial Information:

This project is included in the HUD 5-Year Plan.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	496	-	-	-	-	-	-	496
Total Expenses	-	-	496	-	-	-	-	-	-	496

### Sources (1,000s)

CDBG	-	-	496	-	-	-	-	-	-	496
Total Sources	-	-	496	-	-	-	-	-	-	496

### Maintenance Costs (1,000s)

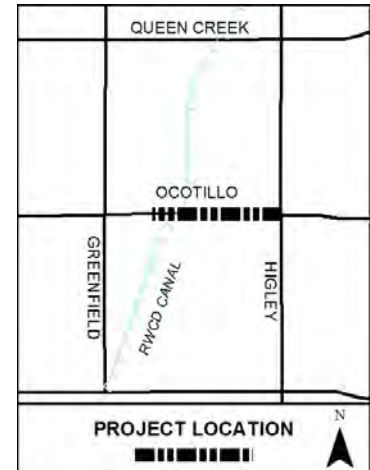
Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Ocotillo Road - Greenfield to Higley

Project #: ST054 / 70030054

### Project Description:

Construction of Ocotillo Road from approximately ¼ mile east of Greenfield Road to Higley Road to minor arterial standards. Improvements include a four lane section with a striped two way left turn median lane, bike lanes, sidewalks and street lights. Includes crossings over the Queen Creek Wash, East Maricopa Floodway, Roosevelt Water Conservation District Canal and Chandler Heights Basin. The project includes the relocation of 69KV power lines. The project will be completed using the Construction Manager at Risk delivery method.



### Financial Information:

- Costs shown in prior years are for completion of an alignment study in FY09 to coordinate alignment with Flood Control District projects.
- Maintenance costs to be determined when the project is included in the 10-year Capital Improvement Plan.

This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years									Beyond	
		2015	2016	2017	2018	2019	2020	6-10 years	10 Years	Total	
Construction	-	-	-	-	-	-	-	15,692	-	15,692	
Construction Mgmt	5	-	-	-	-	-	-	1,569	-	1,574	
Land/ROW	-	-	-	-	-	-	-	1,254	-	1,254	
Professional Services	241	-	-	-	-	-	-	2,196	-	2,437	
Total Expenses	246	-	-	-	-	-	-	20,711	-	20,957	

### Sources (1,000s)

2007 Go Bonds 08	246	-	-	-	-	-	-	-	-	246	
Future Bonds	-	-	-	-	-	-	-	20,711	-	20,711	
Total Sources	246	-	-	-	-	-	-	20,711	-	20,957	

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-	
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## Greenfield Road - Pecos to Germann

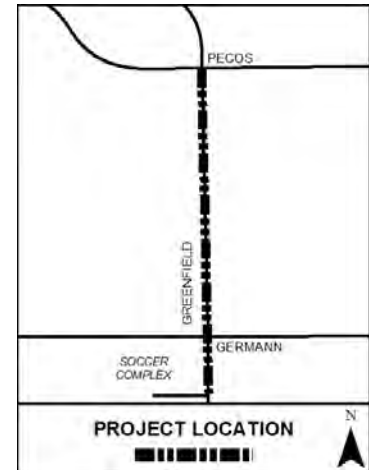
Project #: ST057 / 70030057

### Project Description:

Widen Greenfield Road from Pecos Road to Germann Road to a minor arterial standard, which includes four lanes with a striped two way left turn median lane, bike lanes, sidewalk, and street lights. Project also includes Greenfield from Germann to the north entrance into the Gilbert Youth Soccer Complex, and a 16-inch waterline in Germann from 156th Street to 164th Street.

### Financial Information:

- Coordinate with project TS153.
- Coordinate with LDS Church related to Temple site at the southeast corner of the Pecos and Greenfield intersection.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	6,093	-	-	-	-	-	-	-	-	6,093
Construction Mgmt	834	-	-	-	-	-	-	-	-	834
Land/ROW	1,288	23	-	-	-	-	-	-	-	1,311
Professional Services	1,422	-	-	-	-	-	-	-	-	1,422
Total Expenses	9,637	23	-	-	-	-	-	-	-	9,660

### Sources (1,000s)

2007 GO Bonds 08	9,275	23	-	-	-	-	-	-	-	9,298
Investment Income	46	-	-	-	-	-	-	-	-	46
Wastewater Fund	97	-	-	-	-	-	-	-	-	97
Water Fund	219	-	-	-	-	-	-	-	-	219
Total Sources	9,637	23	-	-	-	-	-	-	-	9,660

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Germann Road - Val Vista to Higley

Project #: ST058 / 70030058

### Project Description:

Completion of Germann Road in accordance with the Maricopa Association of Governments (MAG) Regional Transportation Plan approved by voters as Proposition 400 in 2004. Improvements are to major arterial roadway standards, including six lanes, a raised median, sidewalks, bike lanes, street lights, and improvements to the bridge over the Eastern Canal. This project will complete gaps in Germann Road left between areas previously completed by development between Val Vista Drive and Higley Road and install a 16" waterline for the future reservoir and direct system well.



### Financial Information:

- Per the 2014 MAG ALCP, the total project costs will be offset by up to 70% reimbursement in Regional Transportation Plan (RTP) funds.
- Project to be coordinated with project WA062 which will include \$740,000 for the 16" waterline.
- Maintenance costs are included in the current operating and maintenance budget.

This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	Beyond 10 Years	Total
Construction	9	8,211	-	-	-	-	-	-	-	8,220
Construction Mgmt	63	889	-	-	-	-	-	-	-	952
Land/ROW	1,957	1,202	-	-	-	-	-	-	-	3,159
Professional Services	841	486	-	-	-	-	-	-	-	1,327
Total Expenses	2,870	10,788	-	-	-	-	-	-	-	13,658

### Sources (1,000s)

2006 GO Bonds 08	157	-	-	-	-	-	-	-	-	157
2007 GO Bonds 08	1,683	-	-	-	-	-	-	-	-	1,683
Developer Contribution	181	-	-	-	-	-	-	-	-	181
Investment Income	4	-	-	-	-	-	-	-	-	4
MAG RTP Arterial Fund	845	10,048	-	-	-	-	-	-	-	10,893
Water Fund	-	740	-	-	-	-	-	-	-	740
Total Sources	2,870	10,788	-	-	-	-	-	-	-	13,658

### Maintenance Costs (1,000s)

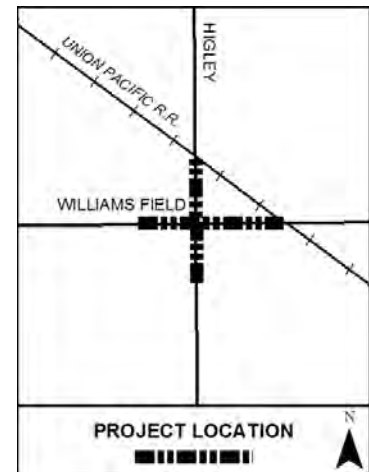
Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Higley and Williams Field Improvements

Project #: ST062 / 70030062

### Project Description:

Improvements on Higley Road from Williams Field Road north to the Union Pacific Railroad (UPRR) and south of Williams Field for 660 feet (west half). Also includes improvements on Williams Field from 1,300 feet west of Higley to the UPRR. Improvements will be to the major arterial standard and will include six lanes with a raised landscaped median, bike lanes, street lights and sidewalks. Includes improvements to at-grade railroad crossing on Higley, 8" sanitary sewer in Williams Field from Higley to UPRR, and traffic signal modifications at Higley and Williams Field.



### Financial Information:

- Project to be completed using the Construction Manager at Risk delivery method.
- Coordinate with completed projects ST095 and WA075.
- Expenses reflect a reduced amount due to an overpayment to the Treasury department for land. Sources will be adjusted in preparation for final adoption.

This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	Beyond 10 Years	Total
Construction	12,713	141	-	-	-	-	-	-	-	12,854
Construction Mgmt	1,175	13	-	-	-	-	-	-	-	1,188
Equipment & Furniture	17	-	-	-	-	-	-	-	-	17
Land/ROW	4,234	-	-	-	-	-	-	-	-	4,234
Professional Services	1,876	516	-	-	-	-	-	-	-	2,392
<b>Total Expenses</b>	<b>20,015</b>	<b>670</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>20,685</b>

### Sources (1,000s)

2006 GO Bonds 08	18,492	60	-	-	-	-	-	-	-	18,552
Developer Contribution	98	-	-	-	-	-	-	-	-	98
Investment Income	19	-	-	-	-	-	-	-	-	19
Streets Fund	-	641	-	-	-	-	-	-	-	641
Wastewater Fund	198	1	-	-	-	-	-	-	-	199
Water Fund	600	-	-	-	-	-	-	-	-	600
Water Replacement Fund	608	173	-	-	-	-	-	-	-	781
<b>Total Sources</b>	<b>20,015</b>	<b>875</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>20,890</b>

### Maintenance Costs (1,000s)

Contractual Services	-	-	45	-	-	-	-	-	-	45
Utilities	-	-	5	-	-	-	-	-	-	5
<b>Total Maintenance</b>	<b>-</b>	<b>-</b>	<b>50</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>50</b>

## Baseline Road - Burk to Consolidated Canal

Project #: ST071 / 70030071

### Project Description:

Widen Baseline Road from Burk to the Consolidated Canal to the major arterial standard, including six lanes with a raised landscaped median, bike lanes, sidewalks, and street lights.

### Financial Information:

- Per the IGA with the City of Mesa, Mesa is the lead agency on the project.
- Expenses and sources shown below are for Gilbert's anticipated share of the project.
- Maintenance costs are the City of Mesa's responsibility.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	-	-	-	2,373	-	2,373
Construction Mgmt	-	-	-	-	-	-	-	119	-	119
Professional Services	-	-	-	-	-	-	-	166	-	166
Total Expenses	-	-	-	-	-	-	-	2,658	-	2,658

### Sources (1,000s)

Future Bonds	-	-	-	-	-	-	-	2,658	-	2,658
Total Sources	-	-	-	-	-	-	-	2,658	-	2,658

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Baseline Road - Greenfield to Power

Project #: ST078 / 70030078

### Project Description:

Widen unimproved sections of Baseline Road from Greenfield Road to Power Road to major arterial standards. Includes six lanes with raised landscaped median, bike lanes, sidewalks and street lights.

### Financial Information:

- Per the IGA with the City of Mesa, Gilbert is the lead agency.
- Expenses shown below are for the total project cost subject to a 50% reimbursement from the City of Mesa.
- Maintenance costs to be determined when the project is included in the 10-year Capital Improvement Plan.
- Developer deposit of \$305,000 has been received.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	100	-	-	-	-	-	-	12,828	-	12,928
Construction Mgmt	-	-	-	-	-	-	-	1,540	-	1,540
Land/ROW	-	-	-	-	-	-	-	1,000	-	1,000
Professional Services	12	-	-	-	-	-	-	1,796	-	1,808
Total Expenses	112	-	-	-	-	-	-	17,164	-	17,276

### Sources (1,000s)

City of Mesa	-	-	-	-	-	-	-	8,475	-	8,475
Developer Contribution	90	-	-	-	-	-	-	215	-	305
Future Bonds	-	-	-	-	-	-	-	8,474	-	8,474
Investment Income	22	-	-	-	-	-	-	-	-	22
Total Sources	112	-	-	-	-	-	-	17,164	-	17,276

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Recker Road - Ocotillo to Chandler Heights

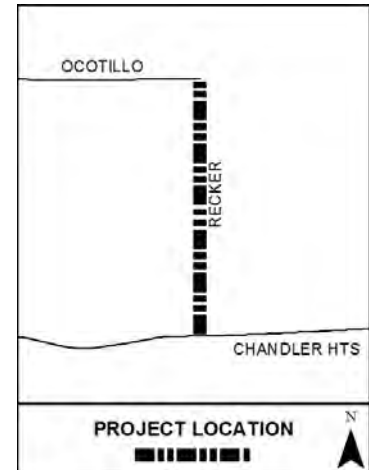
Project #: ST080 / 70030080

### Project Description:

Complete Recker Road to full improvements from Ocotillo Road to Chandler Heights Road to minor collector street standards. Improvements to include a two lane section with striped two way left turn median lane, bike lanes, sidewalk and street lights.

### Financial Information:

- Per the IGA with the Town of Queen Creek, Queen Creek is the lead agency.
- Expenses and sources shown below are for only Gilbert's anticipated share of the project.
- Timing may be adjusted to coordinate with adjacent development.
- Maintenance costs to be determined when the project is included in the 10-year Capital Improvement Plan.
- Maintenance is Gilbert's responsibility for the south half mile of Recker Road.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	-	-	-	3,227	-	3,227
Construction Mgmt	-	-	-	-	-	-	-	323	-	323
Land/ROW	-	-	-	-	-	-	-	1,306	-	1,306
Professional Services	-	-	-	-	-	-	-	452	-	452
Total Expenses	-	-	-	-	-	-	-	5,308	-	5,308

### Sources (1,000s)

Future Bonds	-	-	-	-	-	-	-	5,308	-	5,308
Total Sources	-	-	-	-	-	-	-	5,308	-	5,308

### Maintenance Costs (1,000s)

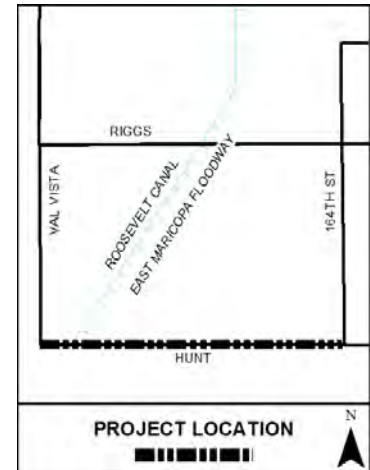
Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Hunt Highway - Val Vista to 164th Street

Project #: ST084 / 70030084

### Project Description:

Design and construction of a new roadway on the Hunt Highway alignment to minor collector standards, including four lanes with a striped two-way left turn median lane, bike lanes, sidewalk and street lights. Project requires construction of new bridges over the RWCD canal and East Maricopa Floodway. Includes a 16-inch water line from Val Vista Drive to 164th Street. Initial project phase will construct two lanes and a striped median on the north half of the alignment. South side of project to hold R/W line at Gila River Indian Community (GRIC) boundary. South side to be single curb only with streetlights and no sidewalk. All drainage will be included on the north side of the roadway, avoiding encroachment onto GRIC land.



### Financial Information:

- Coordinate with projects ST127 and TS159.
- Project schedule may be adjusted due to timing of development in the area.
- Right-of-Way along Adora Trails has been dedicated.
- Developer Deposit of \$888,000 was received in FY2011.
- Costs shown in FY2014 are for roadway improvements to the south half of Coldwater Boulevard as per the terms of the development agreement.
- Maintenance costs to be determined when the project is included in the 10-year Capital Improvement Plan.

This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	45	-	-	-	-	-	9,833	-	9,878
Construction Mgmt	-	-	-	-	-	-	-	1,185	-	1,185
Land/ROW	-	-	-	-	-	-	-	552	-	552
Professional Services	-	-	-	-	-	-	-	1,383	-	1,383
Total Expenses	-	45	-	-	-	-	-	12,953	-	12,998

### Sources (1,000s)

CIP Outside Sources	-	45	-	-	-	-	-	-	-	45
Developer Contribution	-	-	-	-	-	-	-	888	-	888
Future Bonds	-	-	-	-	-	-	-	10,950	-	10,950
Water Fund	-	-	-	-	-	-	-	1,115	-	1,115
Total Sources	-	45	-	-	-	-	-	12,953	-	12,998

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Cooper and Guadalupe Intersection

Project #: ST094 / 70030094

### Project Description:

Intersection improvements at Cooper and Guadalupe Roads in accordance with the Maricopa Association of Governments (MAG) Regional Transportation Plan approved by the voters as Proposition 400 in 2004. Improvements being made to reduce congestion include widening to accommodate dual left turn lanes in all four directions, additional through and right turn lanes as justified by traffic studies, and related drainage improvements. This project also includes the replacement of an existing AC waterline pipe with new ductile iron pipe.



### Financial Information:

- Per the 2014 MAG ALCP, the total project costs will be offset by up to 70% reimbursement in Regional Transportation Plan (RTP) funds.

This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	10 Years	Total
Construction	12	9,088	-	5,170	-	-	-	-	-	14,270
Construction Mgmt	435	235	490	-	-	-	-	-	-	1,160
Land/ROW	85	915	-	-	-	-	-	-	-	1,000
Professional Services	977	73	250	-	-	-	-	-	-	1,300
Total Expenses	1,509	10,311	740	5,170	-	-	-	-	-	17,730

### Sources (1,000s)

2006 GO Bonds 08	498	1,073	-	-	-	-	-	-	-	1,571
2007 GO Bonds 08	3	3,429	740	4,760	-	-	-	-	-	8,932
Future Bonds	-	-	-	410	-	-	-	-	-	410
MAG RTP Arterial Fund	1,008	4,522	-	-	-	-	-	-	-	5,530
Water Fund	-	1,287	-	-	-	-	-	-	-	1,287
Total Sources	1,509	10,311	740	5,170	-	-	-	-	-	17,730

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Williams Field Road - UPRR to Power

Project #: ST095 / 70030095

### Project Description:

Complete Williams Field Road improvements from Union Pacific Railroad (UPRR) to Power Road, and Recker Road improvements from Vest Road to the UPRR, to major arterial standards; including six lanes with a raised landscaped median, bike lanes, landscaping, street lights and sidewalks. Project also includes 16" water main in Recker from UPRR to Vest; 16" water main in Williams Field from UPRR to Power; and 15", 12", and 8" sanitary sewers.

### Financial Information:

- Improvements within Cooley Station core will be reduced to special standards per a development agreement.
- Includes under grounding of 69kv and 12kv power lines; and an at-grade railroad crossings on Recker and Williams Field.
- Coordinate with projects ST062, TS143 through TS147, and WA075.



This project is funded through both growth and non-growth funding sources. A portion of the project is required to support growth within the community. See Project Information for additional information.

Expenses: (1,000s)	Prior Years								Beyond	
		2015	2016	2017	2018	2019	2020	6-10 years	10 Years	Total
Construction	28,826	-	-	-	-	-	-	-	-	28,826
Construction Mgmt	3,527	-	-	-	-	-	-	-	-	3,527
Land/ROW	153	590	-	-	-	-	-	-	-	743
Professional Services	4,891	2	-	-	-	-	-	-	-	4,893
Total Expenses	37,397	592	-	-	-	-	-	-	-	37,989

### Sources (1,000s)

2006 GO Bonds 08	33,639	592	-	-	-	-	-	-	-	-	34,231
CIP Outside Sources	1,217	-	-	-	-	-	-	-	-	-	1,217
Wastewater Fund	920	-	-	-	-	-	-	-	-	-	920
Wastewater SDF	435	-	-	-	-	-	-	-	-	-	435
Water Fund	1,186	-	-	-	-	-	-	-	-	-	1,186
Total Sources	37,397	592	-	-	-	-	-	-	-	-	37,989

### Maintenance Costs (1,000s)

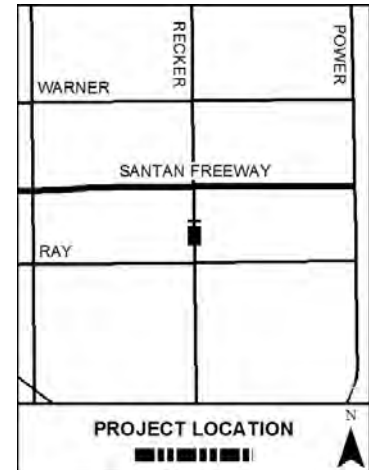
Total Maintenance	-	-	-	-	-	-	-	-	-	-	-
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## Recker Road - 660' North of Ray to 1,320' North

Project #: ST096 / 70030096

### Project Description:

Complete Recker Road improvements on the west side of Recker Road to minor arterial standards, per the Gateway Character Area standards, including four lanes, raised median, landscaping, bike lanes, sidewalks, and street lights. Includes relocation of 69kv power lines. Includes a raised, landscaped median north to the Santan Freeway in accordance with the Gateway Character Area guidelines.



### Financial Information:

- Timing of the project is to coincide with development at the northwest corner of Recker and Ray.
- Developer contribution includes median buy-in for construction of median along previously constructed developer frontage at northeast corner of Recker and Ray.
- Developer contribution of \$75,000 was received and will offset expenditures in FY2019.
- Maintenance costs are currently being evaluated for inclusion in the FY2016 Capital Improvement Program.

This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	Beyond 10 Years	Total
Construction	-	-	-	990	-	-	-	-	-	990
Construction Mgmt	-	-	-	200	-	-	-	-	-	200
Land/ROW	12	-	-	1,030	-	-	-	-	-	1,042
Professional Services	2	-	-	200	-	-	-	-	-	202
<b>Total Expenses</b>	<b>14</b>	<b>-</b>	<b>-</b>	<b>2,420</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,434</b>

### Sources (1,000s)

Future Bonds	-	-	-	2,420	-	-	-	-	-	2,420
Investment Income	14	-	-	-	-	-	-	-	-	14
<b>Total Sources</b>	<b>14</b>	<b>-</b>	<b>-</b>	<b>2,420</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,434</b>

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Higley Road - Riggs to Hunt Highway

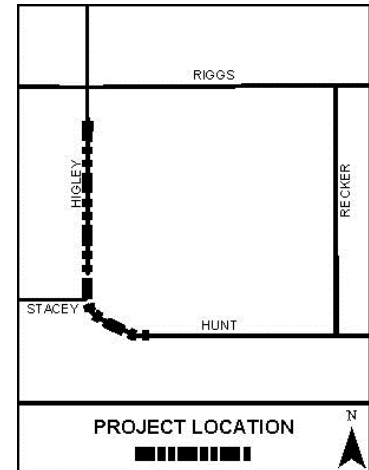
Project #: ST098 / 70030098

### Project Description:

Complete Higley Road improvements from ¼ mile south of Riggs Road to south of Stacey Road. Higley is a six-lane major arterial with a raised landscaped median, bike lanes, sidewalks and streetlights, transitioning to the existing two lane roadway on Hunt Highway. Project includes approximately 1,100 linear feet of 8" sewer line at the southern end.

### Financial Information:

- Coordinate with project TS162.
- Future development contributions may offset some project costs.
- Maintenance costs are currently being evaluated for inclusion in the FY2016 Capital Improvement Plan.
- This project is anticipated to be completed by FY2022.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	Beyond 10 Years	Total
Construction	23	-	-	-	-	-	-	8,454	-	8,477
Construction Mgmt	212	-	-	-	-	-	-	531	-	743
Land/ROW	1,226	-	-	-	-	-	-	40	-	1,266
Professional Services	512	-	-	-	-	-	-	100	-	612
Total Expenses	1,973	-	-	-	-	-	-	9,125	-	11,098

### Sources (1,000s)

2007 GO Bonds 08	1,973	-	-	-	-	-	-	-	-	1,973
Future Bonds	-	-	-	-	-	-	-	9,125	-	9,125
Total Sources	1,973	-	-	-	-	-	-	9,125	-	11,098

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Ocotillo Road - Val Vista to Greenfield

Project #: ST099 / 70030099

### Project Description:

Complete Ocotillo Road improvements from Val Vista Drive to Greenfield Road to minor arterial standards with four traffic lanes and a striped two-way left turn median lane, bike lanes, sidewalk and streetlights.

### Financial Information:

- Coordinate with project TS156.
- Future development contributions may offset some project costs.
- Project will tie into improvements from project ST101 and ST112.
- Maintenance costs to be determined when the project is included in the 10-year Capital Improvement Plan.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	10 Years	Total
Construction	-	-	-	-	-	-	-	7,136	-	7,136
Construction Mgmt	-	-	-	-	-	-	-	785	-	785
Land/ROW	-	-	-	-	-	-	-	1,657	-	1,657
Professional Services	-	-	-	-	-	-	-	999	-	999
Total Expenses	-	-	-	-	-	-	-	10,577	-	10,577

### Sources (1,000s)

Future Bonds	-	-	-	-	-	-	-	10,577	-	10,577
Total Sources	-	-	-	-	-	-	-	10,577	-	10,577

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Riggs Road - Val Vista to Recker

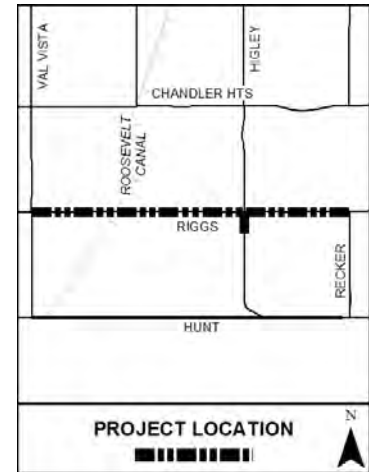
Project #: ST100 / 70030100

### Project Description:

Complete Riggs Road improvements from Val Vista Drive to Recker Road to major arterial standards consisting of six lanes, raised landscaped median, bike lanes, sidewalks and streetlights.

### Financial Information:

- Coordinate with project ST098.
- Costs shown in CIP Outside Sources consist of \$2,679,601 in Developer Contributions, and \$45,811 in Investment Income.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	10,854	6	-	-	-	-	-	-	-	10,860
Construction Mgmt	1,436	1	-	-	-	-	-	-	-	1,437
Equipment & Furniture	13	-	-	-	-	-	-	-	-	13
Land/ROW	1,445	-	-	-	-	-	-	-	-	1,445
Professional Services	1,908	2	-	-	-	-	-	-	-	1,910
Total Expenses	15,656	9	-	-	-	-	-	-	-	15,665

### Sources (1,000s)

2006 GO Bonds 08	7,431	1	-	-	-	-	-	-	-	7,432
2007 GO Bonds 08	4,924	-	-	-	-	-	-	-	-	4,924
CIP Outside Sources	2,725	-	-	-	-	-	-	-	-	2,725
Wastewater Fund	126	6	-	-	-	-	-	-	-	132
Water Fund	450	2	-	-	-	-	-	-	-	452
Total Sources	15,656	9	-	-	-	-	-	-	-	15,665

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Ocotillo Road - Recker to Power

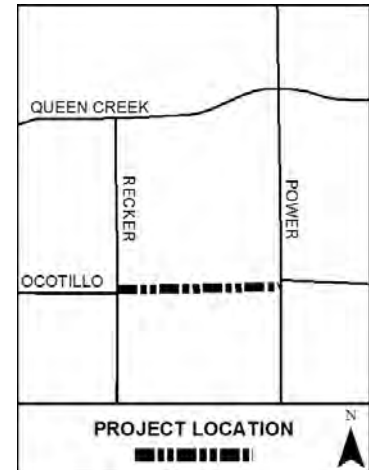
Project #: ST102 / 70030102

### Project Description:

Complete Ocotillo Road from Recker Road to Power Road to minor arterial standards with four traffic lanes and a striped two-way left turn median lane, bike lanes and street lights.

### Financial Information:

- Per the IGA with the Town of Queen Creek, Queen Creek is the lead agency.
- Expenses and sources shown below are for only Gilbert's anticipated share of the costs of construction, professional services, and construction management for the north half of Ocotillo Road and the Ocotillo Road Bridge over the Sonoqui Wash.
- Prior year costs represent a developer contribution per an IGA with the Town of Queen Creek.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years								Beyond 6-10 10	Total
		2015	2016	2017	2018	2019	2020	years	Years	
Construction	2,269	-	700	-	-	-	-	971	-	3,940
Total Expenses	2,269	-	700	-	-	-	-	971	-	3,940

### Sources (1,000s)

Developer Contribution	2,269	-	-	-	-	-	-	-	-	2,269
Streets Fund	-	-	700	-	-	-	-	971	-	1,671
Total Sources	2,269	-	700	-	-	-	-	971	-	3,940

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Power Road - San Tan Freeway to Pecos Road

Project #: ST103 / 70030103

### Project Description:

Complete Power Road improvements from the Santan Freeway to Pecos Road to major arterial standards in accordance with the Maricopa Association of Governments (MAG) Regional Transportation Plan approved by voters as Proposition 400 in 2004. Improvements include widening to six lanes with a raised landscaped median, bike lanes, sidewalks and streetlights. Also includes bridge widening over the East Maricopa Floodway and RWCD Canal.



### Financial Information:

- An IGA is in place with the City of Mesa and Maricopa County.
- Coordinate with project PR032 for \$2,355,000 reimbursement of costs for Rittenhouse Basin frontage.
- Per the 2014 MAG ALCP, the total project costs will be offset by up to 70% reimbursement in Regional Transportation Plan (RTP) funds.
- Total project cost is \$35,613,247,000, and will be offset by our partner agencies. City of Mesa's cost share will be \$12,807,369, and Maricopa County's cost share will be \$10,862,082.

This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	Beyond 10 Years	Total
Construction	389	4,858	-	-	-	-	-	-	-	5,247
Construction Mgmt	109	1	-	-	-	-	-	-	-	110
Land/ROW	863	-	-	-	-	-	-	-	-	863
Professional Services	1	40	-	-	-	-	-	-	-	41
<b>Total Expenses</b>	<b>1,362</b>	<b>4,899</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>6,261</b>

### Sources (1,000s)

2007 GO Bonds 08	974	2,891	-	-	-	-	-	-	-	3,865
MAG RTP Arterial Fund	388	2,008	-	-	-	-	-	-	-	2,396
<b>Total Sources</b>	<b>1,362</b>	<b>4,899</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>6,261</b>

### Maintenance Costs (1,000s)

Contractual Services	-	-	175	-	-	-	-	-	-	175
Utilities	-	-	15	-	-	-	-	-	-	15
<b>Total Maintenance</b>	<b>-</b>	<b>-</b>	<b>190</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>190</b>

## Elliot Road Improvements - Neely to Burk

Project #: ST105 / 70030105

### Project Description:

Conversion of above ground Arizona Public Services, Cox, and Qwest utilities to underground facilities on the south side of Elliot Road. Project also includes replacement of curb and gutter, landscaping, sidewalks, and street lights.

### Financial Information:

- Coordinate with project ST132.
- Due to replacement of current system, maintenance costs for utilities are included in the current operating budget.
- Project identified and prioritized, but due to timing it is not funded in the balanced 10 year plan.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	-	-	-	3,538	-	3,538
Construction Mgmt	-	-	-	-	-	-	-	-	425	425
Land/ROW	-	-	-	-	-	-	-	250	-	250
Professional Services	-	-	-	-	-	-	-	495	-	495
Total Expenses	-	-	-	-	-	-	-	4,283	425	4,708

### Sources (1,000s)

Beyond 10 Years	-	-	-	-	-	-	-	-	425	425
Future Bonds	-	-	-	-	-	-	-	4,283	-	4,283
Total Sources	-	-	-	-	-	-	-	4,283	425	4,708

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Bus Stop Passenger Improvements - Phase III

Project #: ST111 / 70030111

### Project Description:

Improvements to existing bus stops and construction of new bus stops at various locations throughout Gilbert.

### Financial Information:

- Maintenance costs are already included in the current operating and maintenance budget.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	392	630	-	-	-	-	-	-	-	1,022
Construction Mgmt	43	41	-	-	-	-	-	-	-	84
Equipment & Furniture	-	174	-	-	-	-	-	-	-	174
Professional Services	84	36	-	-	-	-	-	-	-	120
Total Expenses	519	881	-	-	-	-	-	-	-	1,400

### Sources (1,000s)

MAG RTP Transit Fund	519	881	-	-	-	-	-	-	-	1,400
Total Sources	519	881	-	-	-	-	-	-	-	1,400

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Val Vista Drive - Appleby to Riggs

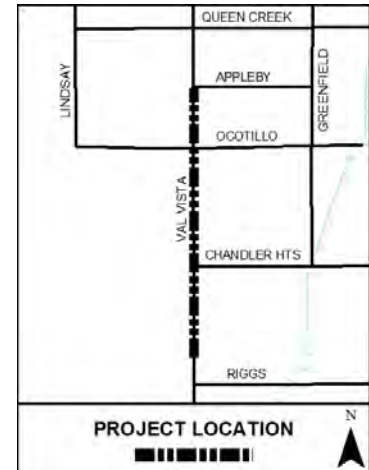
Project #: ST112 / 70030112

### Project Description:

Complete Val Vista Drive to full width improvements for a major arterial from Appleby Riggs Road. Improvements include a six-lane section with raised landscaped median, bike lanes, sidewalks and street lights from Ocotillo Road to Merlot Street, reducing in the southbound direction from three lanes to two lanes across the Basha High School frontage to Riggs Road. Also includes a 16" waterline in Val Vista from Ocotillo Road to Brooks Farm Road. (Please see Additional Staff Comments)

### Financial Information:

- Per the IGA with City of Chandler, Gilbert is the lead agency for the border section from Chandler Heights to Riggs.
- An IGA will be necessary with Maricopa County for future land acquisition.
- Coordinate with projects TS154 and TS155.
- Future development contribution may offset some project costs.
- Maintenance costs are currently being evaluated for inclusion in the FY2016 Capital Improvement Plan.
- Project is anticipated to be completed in FY2020.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	Beyond 10 Years	Total
Construction	1	-	-	-	-	-	-	15,138	-	15,139
Construction Mgmt	93	47	-	-	-	-	929	-	-	1,069
Land/ROW	1,844	765	-	-	-	-	3,958	-	-	6,567
Professional Services	1,158	432	-	-	-	-	299	-	-	1,889
Total Expenses	3,096	1,244	-	-	-	-	5,186	15,138	-	24,664

### Sources (1,000s)

2006 GO Bonds 08	1,961	1,244	-	-	-	-	-	-	-	3,205
2007 GO Bonds 08	1,135	-	-	-	-	-	-	-	-	1,135
2007 GO Bonds 08-Future	-	-	-	-	-	-	4,775	-	-	4,775
2007 GO Bonds-Future	-	-	-	-	-	-	-	15,138	-	15,138
Water Fund	-	-	-	-	-	-	411	-	-	411
Total Sources	3,096	1,244	-	-	-	-	5,186	15,138	-	24,664

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Lindsay Road - Queen Creek to Ocotillo

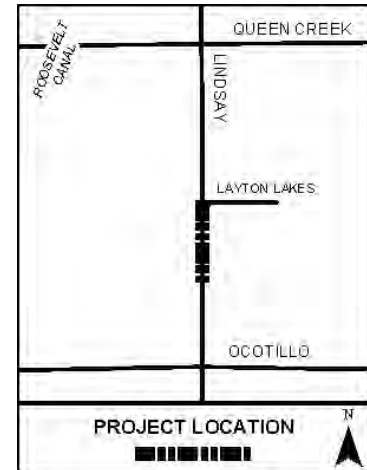
Project #: ST114 / 70030114

### Project Description:

Complete Lindsay Road to full width improvements for a minor arterial from Layton Lakes Blvd to approximately Spur Road. Improvements include a four lane section with striped two-way left turn median lane, bike lanes, sidewalks and street lights.

### Financial Information:

- Timing may be adjusted to coordinate with adjacent development.
- Future development contribution may offset some project costs.
- Maintenance costs to be determined when project is included in the 10-year Capital Improvement Plan.
- Project is anticipated to be completed in FY2020.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	3,560	-	-	-	-	3,560
Construction Mgmt	-	-	-	-	382	-	-	-	-	382
Land/ROW	-	-	-	-	1,050	-	-	-	-	1,050
Professional Services	-	-	-	-	515	-	-	-	-	515
Total Expenses	-	-	-	-	5,507	-	-	-	-	5,507

### Sources (1,000s)

Future Bonds	-	-	-	-	5,507	-	-	-	-	5,507
Total Sources	-	-	-	-	5,507	-	-	-	-	5,507

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Hunt Highway - Higley to Recker

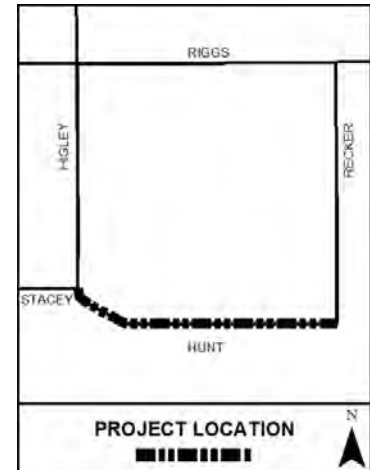
Project #: ST115 / 70030115

### Project Description:

Complete Hunt Highway to full improvements for a major arterial from Higley Road to Recker Road. Improvements to include a six-lane section with raised landscaped median, bike lanes, sidewalk and street lights. Also includes a 16" waterline from Higley to Recker.

### Financial Information:

- Project requires coordination with the Gila River Indian Community and Town of Queen Creek.
- Timing may be adjusted to coordinate with adjacent development.
- Future development contribution may offset some project costs.
- Maintenance costs to be determined when project is included in the 10-year Capital Improvement Plan.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	-	-	-	-	8,908	8,908
Construction Mgmt	-	-	-	-	-	-	-	-	891	891
Land/ROW	-	-	-	-	-	-	-	-	3,635	3,635
Professional Services	-	-	-	-	-	-	-	-	1,247	1,247
Total Expenses	-	-	-	-	-	-	-	-	14,681	14,681

### Sources (1,000s)

Future Bonds	-	-	-	-	-	-	-	-	14,681	14,681
Total Sources	-	-	-	-	-	-	-	-	14,681	14,681

### Maintenance Costs (1,000s)

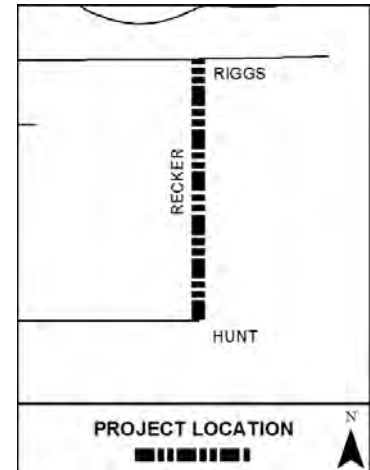
Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Recker Road - Riggs to Hunt Highway

Project #: ST116 / 70030116

### Project Description:

Complete Recker Road to full improvements for a major collector street from Riggs Road to Hunt Highway. Improvements to include a two-lane section with striped two- way left turn median lane, bike lanes, sidewalk and street lighting. Includes a 16" waterline from Hunt Highway for ½ mile north to tie into existing line. In FY2016, includes minor Gilbert contribution towards improvements to Riggs Road, east of Recker Road.



### Financial Information:

- Timing may be adjusted to coordinate with adjacent development.
- FY16 Portion is dedicated for Riggs Road improvements with a MCDOT project on Riggs Road.
- Future development contribution may offset some project costs.
- Maintenance costs to be determined when project is included in the 10-year Capital Improvement Plan.

This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	10 Years	Total
Construction	-	-	85	-	-	-	-	5,515	-	5,600
Construction Mgmt	-	-	5	-	-	-	-	-	549	554
Land/ROW	-	-	5	-	-	-	-	1,073	-	1,078
Professional Services	-	-	5	-	-	-	-	771	-	776
Total Expenses	-	-	100	-	-	-	-	7,359	549	8,008

### Sources (1,000s)

Beyond 10 Years	-	-	-	-	-	-	-	-	549	549
Future Bonds	-	-	-	-	-	-	-	7,359	-	7,359
General Fund	-	-	100	-	-	-	-	-	-	100
Total Sources	-	-	100	-	-	-	-	7,359	549	8,008

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Lindsay Road - Pecos to Germann

Project #: ST117 / 70030117

### Project Description:

Complete Lindsay Road improvements from Pecos Road to S 144th Street to minor arterial standards, including four traffic lanes, a striped two-way left turn median lane, sidewalk and street lights. The improvements to Lexington St between Lindsay Rd and 144Th St are included in the scope of this project. This project needs to be built in conjunction with Lindsay Road/SR 202 Traffic Interchange and ST145.

### Financial Information:

- Future development contribution may offset some project costs.
- Maintenance costs are currently being evaluated for inclusion in the FY2016 Capital Improvement Plan.
- Project is anticipated to be completed in FY2020.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	4,065	-	-	-	-	-	4,065
Construction Mgmt	-	-	-	419	-	-	-	-	-	419
Land/ROW	-	-	-	690	-	-	-	-	-	690
Professional Services	-	-	-	606	-	-	-	-	-	606
Total Expenses	-	-	-	5,780	-	-	-	-	-	5,780

### Sources (1,000s)

Future Bonds	-	-	-	5,780	-	-	-	-	-	5,780
Total Sources	-	-	-	5,780	-	-	-	-	-	5,780

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Warner Road - Power to 1/4 Mile West

Project #: ST118 / 70030118

### Project Description:

Design and construction of improvements to the south side of Warner Road from Power Road to one-quarter of a mile to the west to major arterial standard of six lanes, raised landscaped median, bike lanes, sidewalk and street lights.

### Financial Information:

- Coordinate with project ST120.
- This project anticipated to be completed by FY2021.
- Maintenance costs are currently being evaluated for inclusion in the FY2016 Capital Improvement Plan.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	-	-	-	1,608	-	1,608
Construction Mgmt	-	-	-	-	-	-	-	164	-	164
Land/ROW	-	-	-	-	-	-	-	378	-	378
Professional Services	-	-	-	-	-	-	-	242	-	242
Total Expenses	-	-	-	-	-	-	-	2,392	-	2,392

### Sources (1,000s)

Future Bonds	-	-	-	-	-	-	-	2,392	-	2,392
Total Sources	-	-	-	-	-	-	-	2,392	-	2,392

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## PM10 Paving

Project #: ST119 / 70030119

### Project Description:

Project consists of paving various unpaved streets within the town for compliance with air quality requirements. Streets included in this project are: Recker Rd, Stacey Rd to Watford Ct (west side, 1/8 mi); 164th St, Riggs Rd to Seville subdivision(1/2 mi); 164th St, Coldwater to Stacey (1/4 mi); 156th St, Riggs Rd to 1/4 mile south; Coldwater, Val Vista Rd to EMF(1/2 mi); Ryan Rd, Greenfield to 1/2 mile east; Lexington/Bonanza Rd, 156th to 157th (1/8 mi); Walnut Rd, 162nd to 164th alignment (1/4 mi); Pecos Rd, EMF to Power Rd(1/4 mi); Coldwater, Claiborne Ave to 680 feet east; and 154th Street between Appleby Road and Ocotillo Road (MCDOT participation).



### Financial Information:

- Specific pavement sections to be defined upon initiation of each street.
- Maintenance costs are included in the streets operating budget.

This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years									Beyond		Total
		2015	2016	2017	2018	2019	2020	6-10 years	10 Years			
Construction	-	752	400	-	-	-	-	-	-	-	-	1,152
Construction Mgmt	6	39	50	-	-	-	-	-	-	-	-	95
Professional Services	9	44	60	-	-	-	-	-	-	-	-	113
Total Expenses	15	835	510	-	-	-	-	-	-	-	-	1,360

### Sources (1,000s)

Streets Fund	15	835	510	-	-	-	-	-	-	-	-	1,360
Total Sources	15	835	510	-	-	-	-	-	-	-	-	1,360

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-	-	-
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## Power Road - Guadalupe to Santan Freeway

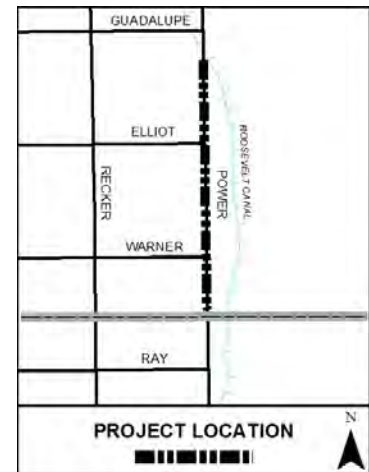
Project #: ST120 / 70030120

### Project Description:

Design and construction of Power Road to full major arterial standards in accordance with the Maricopa Association of Governments (MAG) Regional Transportation Plan approved by voters as Proposition 400 in 2004. Improvements to include six lanes, raised median, bike lanes, landscaping, sidewalks and street lighting. The work will be coordinated with other intersecting arterial projects (coordinate with project ST118).

### Financial Information:

- An IGA is required with Maricopa County and the City of Mesa.
- Expenses and sources shown below are for only Gilbert's anticipated share of the project.
- Per the 2014 MAG ALCP, the total project costs will be offset by up to 70% reimbursement in Regional Transportation Plan (RTP) funds. The timing of RTP reimbursements may be adjusted by MAG based on funds availability.
- Maintenance costs are currently being evaluated for inclusion in the FY2016 Capital Improvement Plan.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	-	-	5,438	-	-	5,438
Construction Mgmt	-	-	-	-	-	-	544	-	-	544
Land/ROW	-	-	-	-	-	-	684	-	-	684
Professional Services	-	-	-	-	-	-	761	-	-	761
Total Expenses	-	-	-	-	-	-	7,427	-	-	7,427

### Sources (1,000s)

MAG RTP Arterial Fund	-	-	-	-	-	-	7,427	-	-	7,427
Total Sources	-	-	-	-	-	-	7,427	-	-	7,427

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Gilbert Road Median Landscaping

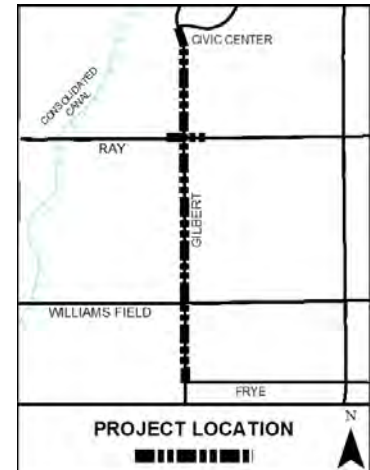
Project #: ST126 / 70030126

### Project Description:

Complete median landscaping and irrigation system from south of Civic Center Drive to Frye Road, including adjacent intersecting arterial streets where unlandscaped raised medians exist. Design theme to be determined, but should carry and transition themes north and south of section to be completed.

### Financial Information:

- Maintenance costs are already included in the current operating and maintenance budget.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	256	56	-	-	-	-	-	-	-	312
Construction Mgmt	23	-	-	-	-	-	-	-	-	23
Professional Services	52	1	-	-	-	-	-	-	-	53
Total Expenses	331	57	-	-	-	-	-	-	-	388

### Sources (1,000s)

GO Bonds	331	57	-	-	-	-	-	-	-	388
Total Sources	331	57	-	-	-	-	-	-	-	388

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Val Vista Drive - Riggs to Hunt Highway

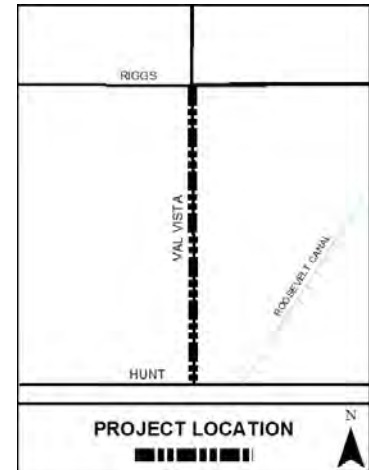
Project #: ST127 / 70030127

### Project Description:

Complete Val Vista Drive from Riggs Road to Hunt Highway to full minor arterial roadway standards. Improvements include a four lane section with striped two way left turn median lane, bike lanes, sidewalk and street lights. Also includes a 16-inch waterline.

### Financial Information:

- Coordinate with projects ST084 and TS159.
- Timing may be adjusted to coincide with adjacent development.
- Maintenance costs to be determined when project is included in the 10-year Capital Improvement Plan.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	-	-	-	3,568	-	3,568
Construction Mgmt	-	-	-	-	-	-	-	357	-	357
Land/ROW	-	-	-	-	-	-	-	950	-	950
Professional Services	-	-	-	-	-	-	-	500	-	500
Total Expenses	-	-	-	-	-	-	-	5,375	-	5,375

### Sources (1,000s)

Future Bonds	-	-	-	-	-	-	-	5,375	-	5,375
Total Sources	-	-	-	-	-	-	-	5,375	-	5,375

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Ray Road - Val Vista to Power

Project #: ST128 / 70030128

### Project Description:

Complete Ray Road from Val Vista Drive to Power Road (174 Street to Recker Road and Wren Drive to 1400 feet east) to major arterial standards in accordance with the Maricopa Association of Governments (MAG) Regional Transportation Plan approved by voters as Proposition 400 in 2004. Improvements include a six-lane section with raised landscaped median, bike lanes, sidewalks and street lights.

### Financial Information:

- Per the 2014 MAG ALCP, the total project costs will be offset by up to 70% reimbursement in Regional Transportation Plan (RTP) funds. The timing of RTP reimbursements may be adjusted by MAG based on funds availability.
- Maintenance costs to be determined when project is included in the 5-year Capital Improvement Plan.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	-	-	-	9,828	-	9,828
Construction Mgmt	-	-	-	-	-	-	-	-	983	983
Land/ROW	-	-	-	-	-	-	-	3,000	-	3,000
Professional Services	-	-	-	-	-	-	-	1,376	-	1,376
Total Expenses	-	-	-	-	-	-	-	14,204	983	15,187

### Sources (1,000s)

Beyond 10 Years	-	-	-	-	-	-	-	-	983	983
Future Bonds	-	-	-	-	-	-	-	14,204	-	14,204
Total Sources	-	-	-	-	-	-	-	14,204	983	15,187

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Guadalupe and Gilbert Intersection

Project #: ST129 / 70030129

### Project Description:

Intersection improvements at Guadalupe and Gilbert roads in accordance with the Maricopa Association of Governments (MAG) Regional Transportation Plan approved by voters as Proposition 400 in 2004. Improvements being made to reduce congestion include widening to accommodate dual left turn lanes in all four directions, additional through and right turn lanes as justified by traffic studies, and related drainage improvements. Project also includes the replacement of an aging existing AC waterline pipes with new ductile iron pipe.

### Financial Information:

- Per the 2014 MAG ALCP, the total project costs will be offset by up to 70% reimbursement in Regional Transportation Plan (RTP) funds.
- Maintenance costs are included in the current operating and maintenance budget.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	Beyond 10 Years	Total
Construction	1,648	6,367	-	-	-	-	-	-	-	8,015
Construction Mgmt	458	242	-	-	-	-	-	-	-	700
Equipment & Furniture	108	-	-	-	-	-	-	-	-	108
Land/ROW	968	232	-	-	-	-	-	-	-	1,200
Professional Services	750	100	-	-	-	-	-	-	-	850
Total Expenses	3,932	6,941	-	-	-	-	-	-	-	10,873

### Sources (1,000s)

2006 GO Bonds 08	3,057	1,303	-	-	-	-	-	-	-	4,360
MAG RTP Arterial Fund	649	4,614	-	-	-	-	-	-	-	5,263
Water Fund	226	1,024	-	-	-	-	-	-	-	1,250
Total Sources	3,932	6,941	-	-	-	-	-	-	-	10,873

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Warner and Greenfield Intersection

Project #: ST130 / 70030130

### Project Description:

Intersection improvements at Warner and Greenfield Roads in accordance with the Maricopa Association of Governments (MAG) Regional Transportation Plan approved by voters as Proposition 400 in 2004. Improvements being made to reduce congestion include widening to accommodate dual left turn lanes in all four directions, additional through and right turn lanes as justified by traffic studies, and related drainage improvements.

### Financial Information:

- Per the 2014 MAG ALCP, the total project costs will be offset by up to 70% reimbursement in Regional Transportation Plan (RTP) funds. The timing of RTP reimbursements may be adjusted by MAG based on funds availability.
- Maintenance costs are currently being evaluated for inclusion in the FY2016 Capital Improvement Plan.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	10 Years	Total
Construction	-	-	-	-	-	-	-	7,890	-	7,890
Construction Mgmt	-	-	-	-	-	-	-	831	-	831
Land/ROW	-	-	-	-	-	-	-	1,070	-	1,070
Professional Services	-	-	-	-	-	-	-	984	-	984
Total Expenses	-	-	-	-	-	-	-	10,775	-	10,775

### Sources (1,000s)

Future Bonds	-	-	-	-	-	-	-	7,000	-	7,000
MAG RTP Arterial Fund	-	-	-	-	-	-	-	3,775	-	3,775
Total Sources	-	-	-	-	-	-	-	10,775	-	10,775

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Ray and Gilbert Intersection

Project #: ST131 / 70030131

### Project Description:

Intersection improvements at Ray and Gilbert Roads in accordance with the Maricopa Association of Governments (MAG) Regional Transportation Plan approved by voters as Proposition 400 in 2004. Improvements being made to reduce congestion include widening to accommodate dual left turn lanes in all four directions, additional through and right turn lanes as justified by traffic studies, and related drainage improvements.

### Financial Information:

- Per the 2014 MAG ALCP, the total project costs will be offset by up to 70% reimbursement in Regional Transportation Plan (RTP) funds. The timing of RTP reimbursements may be adjusted by MAG based on funds availability.
- Maintenance costs are currently being evaluated for inclusion in the FY2016 Capital Improvement Plan.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	-	-	-	-	5,174	5,174
Construction Mgmt	-	-	-	-	-	-	-	-	517	517
Land/ROW	-	-	-	-	-	-	-	-	1,200	1,200
Professional Services	-	-	-	-	-	-	-	-	724	724
Total Expenses	-	-	-	-	-	-	-	-	7,615	7,615

### Sources (1,000s)

Future Bonds	-	-	-	-	-	-	-	-	7,615	7,615
Total Sources	-	-	-	-	-	-	-	-	7,615	7,615

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Elliot and Gilbert Intersection

Project #: ST132 / 70030132

### Project Description:

Intersection improvements at Elliot and Gilbert Roads in accordance with the Maricopa Association of Governments (MAG) Regional Transportation Plan approved by voters as Proposition 400 in 2004. Improvements being made to reduce congestion include widening to accommodate dual left turn lanes in all four directions, additional through and right turn lanes as justified by traffic studies, and related drainage improvements.

### Financial Information:

- Per the 2014 MAG ALCP, the total project costs will be offset by up to 70% reimbursement in Regional Transportation Plan (RTP) funds. The timing of RTP reimbursements may be adjusted by MAG based on funds availability.
- Maintenance costs are currently being evaluated for inclusion in the FY2016 Capital Improvement Plan.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	-	8,916	-	-	-	8,916
Construction Mgmt	-	-	-	-	854	-	-	-	-	854
Land/ROW	-	-	-	-	1,320	-	-	-	-	1,320
Professional Services	-	-	-	-	1,315	-	-	-	-	1,315
Total Expenses	-	-	-	-	3,489	8,916	-	-	-	12,405

### Sources (1,000s)

Future Bonds	-	-	-	-	2,750	8,076	-	-	-	10,826
MAG RTP Arterial Fund	-	-	-	-	739	840	-	-	-	1,579
Total Sources	-	-	-	-	3,489	8,916	-	-	-	12,405

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Guadalupe and Val Vista Intersection

Project #: ST133 / 70030133

### Project Description:

Intersection improvements at Guadalupe Road and Val Vista Drive in accordance with the Maricopa Association of Governments (MAG) Regional Transportation Plan approved by voters as Proposition 400 in 2004. Improvements being made to reduce congestion include widening to accommodate dual left turn lanes in all four directions, additional through and right turn lanes as justified by traffic studies, and related drainage improvements.

### Financial Information:

- Per the 2014 MAG ALCP, the total project costs will be offset by up to 70% reimbursement in Regional Transportation Plan (RTP) funds. The timing of RTP reimbursements may be adjusted by MAG based on funds availability.
- Maintenance costs are currently being evaluated for inclusion in the FY2016 Capital Improvement Plan.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	10 Years	Total
Construction	-	-	-	-	-	-	-	9,081	-	9,081
Construction Mgmt	-	-	-	-	-	-	-	854	-	854
Land/ROW	-	-	-	-	-	-	-	1,320	-	1,320
Professional Services	-	-	-	-	-	-	-	1,315	-	1,315
Total Expenses	-	-	-	-	-	-	-	12,570	-	12,570

### Sources (1,000s)

Future Bonds	-	-	-	-	-	-	-	8,795	-	8,795
MAG RTP Arterial Fund	-	-	-	-	-	-	-	3,775	-	3,775
Total Sources	-	-	-	-	-	-	-	12,570	-	12,570

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Guadalupe and Power Intersection

Project #: ST134 / 70030134

### Project Description:

Intersection improvements at Guadalupe and Power Roads in accordance with the Maricopa Association of Governments (MAG) Regional Transportation Plan approved by voters as Proposition 400 in 2004. Improvements being made to reduce congestion include widening to accommodate dual left turn lanes in all four directions, additional through and right turn lanes as justified by traffic studies, and related drainage improvements.

### Financial Information:

- Per the 2014 MAG ALCP, the total project costs will be offset by up to 70% reimbursement in Regional Transportation Plan (RTP) funds. The timing of RTP reimbursements may be adjusted by MAG based on funds availability.
- Maintenance costs are currently being evaluated for inclusion in the FY2016 Capital Improvement Plan.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	-	-	-	5,023	-	5,023
Construction Mgmt	-	-	-	-	-	-	-	-	502	502
Land/ROW	-	-	-	-	-	-	-	1,200	-	1,200
Professional Services	-	-	-	-	-	-	-	703	-	703
Total Expenses	-	-	-	-	-	-	-	6,926	502	7,428

### Sources (1,000s)

Beyond 10 Years	-	-	-	-	-	-	-	-	502	502
Future Bonds	-	-	-	-	-	-	-	6,926	-	6,926
Total Sources	-	-	-	-	-	-	-	6,926	502	7,428

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Guadalupe and Greenfield Intersection

Project #: ST135 / 70030135

### Project Description:

Intersection improvements at Guadalupe and Greenfield Roads in accordance with the Maricopa Association of Governments (MAG) Regional Transportation Plan approved by voters as Proposition 400 in 2004. Improvements being made to reduce congestion include widening to accommodate dual left turn lanes in all four directions, additional through and right turn lanes as justified by traffic studies, and related drainage improvements.

### Financial Information:

- Coordinate with project ST105.
- Per the 2014 MAG ALCP, the total project costs will be offset by up to 70% reimbursement in Regional Transportation Plan (RTP) funds. The timing of RTP reimbursements may be adjusted by MAG based on funds availability.
- Maintenance costs are currently being evaluated for inclusion in the FY2016 Capital Improvement Plan.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	-	-	-	10,093	-	10,093
Construction Mgmt	-	-	-	-	-	-	-	854	-	854
Land/ROW	-	-	-	-	-	-	-	1,320	-	1,320
Professional Services	-	-	-	-	-	-	-	1,121	-	1,121
Total Expenses	-	-	-	-	-	-	-	13,388	-	13,388

### Sources (1,000s)

Future Bonds	-	-	-	-	-	-	-	12,971	-	12,971
MAG RTP Arterial Fund	-	-	-	-	-	-	-	417	-	417
Total Sources	-	-	-	-	-	-	-	13,388	-	13,388

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Elliot and Greenfield Intersection

Project #: ST136 / 70030136

### Project Description:

Intersection improvements at Elliot and Greenfield Roads in accordance with the Maricopa Association of Governments (MAG) Regional Transportation Plan approved by voters as Proposition 400 in 2004. Improvements being made to reduce congestion include widening to accommodate dual left turn lanes in all four directions, additional through and right turn lanes as justified by traffic studies, and related drainage improvements.

### Financial Information:

- Per the 2014 MAG ALCP, the total project costs will be offset by up to 70% reimbursement in Regional Transportation Plan (RTP) funds. The timing of RTP reimbursements may be adjusted by MAG based on funds availability.
- Maintenance costs are currently being evaluated for inclusion in the FY2016 Capital Improvement Plan.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	10 Years	Total
Construction	-	-	-	-	-	-	-	9,103	-	9,103
Construction Mgmt	-	-	-	-	-	-	-	854	-	854
Land/ROW	-	-	-	-	-	-	-	1,320	-	1,320
Professional Services	-	-	-	-	-	-	-	1,077	-	1,077
Total Expenses	-	-	-	-	-	-	-	12,354	-	12,354

### Sources (1,000s)

Future Bonds	-	-	-	-	-	-	-	8,579	-	8,579
MAG RTP Arterial Fund	-	-	-	-	-	-	-	3,775	-	3,775
Total Sources	-	-	-	-	-	-	-	12,354	-	12,354

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Elliot and Val Vista Intersection

Project #: ST137 / 70030137

### Project Description:

Intersection improvements at Elliot Road and Val Vista Drive in accordance with the Maricopa Association of Governments (MAG) Regional Transportation Plan approved by voters as Proposition 400 in 2004. Improvements being made to reduce congestion include widening to accommodate dual left turn lanes in all four directions, additional through and right turn lanes as justified by traffic studies, and related drainage improvements.

### Financial Information:

- Per the 2014 MAG ALCP, the total project costs will be offset by up to 70% reimbursement in Regional Transportation Plan (RTP) funds. The timing of RTP reimbursements may be adjusted by MAG based on funds availability.
- Maintenance costs are currently being evaluated for inclusion in the FY2016 Capital Improvement Plan.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	-	-	-	10,093	-	10,093
Construction Mgmt	-	-	-	-	-	-	60	854	-	914
Land/ROW	-	-	-	-	-	-	1,320	-	-	1,320
Professional Services	-	-	-	-	-	-	1,139	-	-	1,139
Total Expenses	-	-	-	-	-	-	2,519	10,947	-	13,466

### Sources (1,000s)

Future Bonds	-	-	-	-	-	-	2,519	10,428	-	12,947
MAG RTP Arterial Fund	-	-	-	-	-	-	-	519	-	519
Total Sources	-	-	-	-	-	-	2,519	10,947	-	13,466

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Elliot and Cooper Intersection

Project #: ST138 / 70030138

### Project Description:

Intersection improvements at Elliot and Cooper Roads in accordance with the Maricopa Association of Governments (MAG) Regional Transportation Plan approved by voters as Proposition 400 in 2004. Improvements being made to reduce congestion include widening to accommodate dual left turn lanes in all four directions, additional through and right turn lanes as justified by traffic studies, and related drainage improvements.

### Financial Information:

- Per the 2014 MAG ALCP, the total project costs will be offset by up to 70% reimbursement in Regional Transportation Plan (RTP) funds.
- Maintenance costs are currently being evaluated for inclusion in the FY2016 Capital Improvement Plan.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	-	9,686	-	-	-	9,686
Construction Mgmt	-	-	-	775	1,134	-	-	-	-	1,909
Land/ROW	-	-	-	1,320	-	-	-	-	-	1,320
Professional Services	-	-	-	911	-	-	-	-	-	911
Total Expenses	-	-	-	3,006	1,134	9,686	-	-	-	13,826

### Sources (1,000s)

2007 GO Bonds-Future	-	-	-	3,006	1,134	9,686	-	-	-	13,826
Total Sources	-	-	-	3,006	1,134	9,686	-	-	-	13,826

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Elliot and Higley Intersection

Project #: ST139 / 70030139

### Project Description:

Intersection improvements at Elliot and Higley Roads in accordance with the Maricopa Association of Governments (MAG) Regional Transportation Plan approved by voters as Proposition 400 in 2004. Improvements being made to reduce congestion include widening to accommodate dual left turn lanes in all four directions, additional through and right turn lanes as justified by traffic studies, and related drainage improvements.

### Financial Information:

- Per the 2014 MAG ALCP, the total project costs will be offset by up to 70% reimbursement in Regional Transportation Plan (RTP) funds. The timing of RTP reimbursements may be adjusted by MAG based on funds availability.
- Maintenance costs are currently being evaluated for inclusion in the FY2016 Capital Improvement Plan.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	10 Years	Total
Construction	-	-	-	-	-	-	-	8,113	-	8,113
Construction Mgmt	-	-	-	-	-	-	-	854	-	854
Land/ROW	-	-	-	-	-	-	-	1,320	-	1,320
Professional Services	-	-	-	-	-	-	-	1,007	-	1,007
Total Expenses	-	-	-	-	-	-	-	11,294	-	11,294

### Sources (1,000s)

Future Bonds	-	-	-	-	-	-	-	7,601	-	7,601
MAG RTP Arterial Fund	-	-	-	-	-	-	-	3,693	-	3,693
Total Sources	-	-	-	-	-	-	-	11,294	-	11,294

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Germann Road - Gilbert to Val Vista

Project #: ST145 / 70030145

### Project Description:

Completion of Germann Road in accordance with the Maricopa Association of Governments (MAG) Regional Transportation Plan approved by voters as Proposition 400 in 2004. Improvements are to major arterial roadway standards, including six lanes, a raised median, sidewalks, bike lanes, street lights, and improvements to the bridge over the Eastern Canal. This project will complete gaps in Germann Road left between areas previously completed by development between Gilbert Road and Val Vista Drive. The project will also include Lindsay Road improvements between SR202 and Germann Road, building Lindsay Road to a minor arterial standards, including four traffic lanes, a stripe two-way left-turn median lane, sidewalk and streetlights. This project needs to be built in conjunction with Lindsay Road/SR 202 Traffic Interchange and ST117.



### Financial Information:

- Per the 2014 MAG ALCP, the total project costs will be offset by up to 70% reimbursement in Regional Transportation Plan (RTP) funds. The timing of RTP reimbursements may be adjusted by MAG based on funds availability.
- Future developer contributions may offset some project costs.
- Maintenance costs are currently being evaluated for inclusion in the FY2016 Capital Improvement Plan.

This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	13,503	-	-	-	-	13,503
Construction Mgmt	-	-	50	1,055	-	-	-	-	-	1,105
Land/ROW	-	-	1,201	3,602	-	-	-	-	-	4,803
Professional Services	-	-	1,293	-	-	-	-	-	-	1,293
Total Expenses	-	-	2,544	4,657	13,503	-	-	-	-	20,704

### Sources (1,000s)

CIP Outside Sources	-	-	-	-	13,503	-	-	-	-	13,503
Future Bonds	-	-	-	4,657	-	-	-	-	-	4,657
General Fund	-	-	2,544	-	-	-	-	-	-	2,544
Total Sources	-	-	2,544	4,657	13,503	-	-	-	-	20,704

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Higley and Baseline Intersection

Project #: ST146 / 70030146

### Project Description:

Complete Higley and Baseline Roads at this intersection on the south and east legs to full improvements for major arterial roadways. Improvements include six-lane sections with raised, landscaped median, bike lanes, sidewalks and street lights. Will maintain single left turn lanes in all directions and right turn lanes to be determined by start of design.

### Financial Information:

- Coordinate access points with property owners and Traffic Engineering.
- Includes improvements to pedestrian push buttons for ADA purposes at all corners.
- Signing and pavement marking work will extend beyond construction limits on all four legs of intersection to accommodate changed configuration.
- MAG RTP Arterial funds shown in sources are from unallocated prior year reimbursements.
- Future Developer Contributions may offset some project costs.
- Maintenance costs are included in the current operating budget.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	Beyond 10 Years	Total
Construction	4,294	1	-	-	-	-	-	-	-	4,295
Construction Mgmt	528	5	-	-	-	-	-	-	-	533
Equipment & Furniture	14	-	-	-	-	-	-	-	-	14
Land/ROW	849	3	-	-	-	-	-	-	-	852
Professional Services	537	-	-	-	-	-	-	-	-	537
Total Expenses	6,222	9	-	-	-	-	-	-	-	6,231

### Sources (1,000s)

CIP Outside Sources	1,703	9	-	-	-	-	-	-	-	1,712
Developer Contribution	43	-	-	-	-	-	-	-	-	43
MAG RTP Arterial Fund	2,442	-	-	-	-	-	-	-	-	2,442
Wastewater Fund	1,953	-	-	-	-	-	-	-	-	1,953
Water Fund	81	-	-	-	-	-	-	-	-	81
Total Sources	6,222	9	-	-	-	-	-	-	-	6,231

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Intersection and Circulation Improvement Master Plan

Project #: ST147 / 70030147

### Project Description:

The Intersection & Circulation Improvement Master Plan will evaluate the existing intersections and transportation system by identifying key assets and improvement needs. These findings will then be incorporated into a needs assessment and prioritization. This Master Plan will also provide guidance on how intersections and the transportation system should develop and function in the long-term future in the context of other elements of the Town's General Plan, and how other transportation modes (transit, bicycle, pedestrian, etc.) are integrated into the system improvement.

### Financial Information:

- Project to be developed in two phases. Phase 1 focus is on intersections and Phase 2 focus is on multi-modal system integration and prioritization.
- There are no maintenance costs associated with the development of the Intersection & Circulation Improvement Master Plan.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction Mgmt	4	7	-	-	-	-	-	-	-	11
Professional Services	513	20	-	-	-	-	-	-	-	533
Total Expenses	517	27	-	-	-	-	-	-	-	544

### Sources (1,000s)

2007 GO Bonds 08	100	-	-	-	-	-	-	-	-	100
CIP Outside Sources	337	14	-	-	-	-	-	-	-	351
General Fund	40	-	-	-	-	-	-	-	-	40
Streets Fund	40	13	-	-	-	-	-	-	-	53
Total Sources	517	27	-	-	-	-	-	-	-	544

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Neighborhood Streetlight Rehabilitation

Project #: ST148 / 70030148

### Project Description:

Remove and replace direct bury street light poles with new foundation mounted poles, and switch out luminaires to new energy efficient models. Existing ground rods shall be removed or incorporated into the new foundation, and each pole shall have a junction box in the base and have its global positioning system (GPS) coordinates identified.

### Financial Information:

- Project includes approximately 699 streetlights (existing) in the Island Subdivision.
- Project includes approximately 384 streetlights (existing) in Val Vista Lakes.
- Project includes 233 streetlights along the arterial streets throughout the town.
- Maintenance costs are included in the current operating budget.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	2,033	1,122	1,005	1,005	-	-	-	-	-	5,165
Construction Mgmt	111	183	125	125	-	-	-	-	-	544
Professional Services	-	180	40	40	-	-	-	-	-	260
Total Expenses	2,144	1,485	1,170	1,170	-	-	-	-	-	5,969

### Sources (1,000s)

Streets Fund	2,144	1,485	1,170	1,170	-	-	-	-	-	5,969
Total Sources	2,144	1,485	1,170	1,170	-	-	-	-	-	5,969

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Higley Groves West Pavement Reconstruction

Project #: ST150 / 70030150

### Project Description:

Rehabilitate the pavement within the Higley Groves West community, which is experiencing significant cracking and failure issues. Also includes upgrading all non-compliant sidewalk ramps to meet ADA standards.

### Financial Information:

- Subdivision contains approximately 77,000 square yards of pavement.
- Project scope was re-visited upon completion of geotechnical investigation in FY2013.
- Professional services costs have been reduced to 10% reflecting the unique aspects of the project scope.
- Maintenance costs are included in the current operating and budget.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	1,029	2,029	-	-	-	-	-	-	-	3,058
Construction Mgmt	130	73	-	-	-	-	-	-	-	203
Equipment & Furniture	22	-	-	-	-	-	-	-	-	22
Professional Services	130	98	-	-	-	-	-	-	-	228
Total Expenses	1,311	2,200	-	-	-	-	-	-	-	3,511

### Sources (1,000s)

Streets Fund	1,311	2,200	-	-	-	-	-	-	-	3,511
Total Sources	1,311	2,200	-	-	-	-	-	-	-	3,511

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## McQueen Rd Median Landscaping

Project #: ST151 / 70030151

### Project Description:

Reconstruct and replace the landscape irrigation and vegetation materials in the median from Baseline Road to the south town limit at Mesquite H.S. South Drive, including intersecting arterial streets where un-landscaped raised medians exist. Includes approximately 96,000 square feet of area.

### Financial Information:

- Maintenance costs are included in the current operating budget.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	455	138	-	-	-	-	-	-	-	593
Construction Mgmt	21	8	-	-	-	-	-	-	-	29
Professional Services	82	2	-	-	-	-	-	-	-	84
Total Expenses	558	148	-	-	-	-	-	-	-	706

### Sources (1,000s)

2006 GO Bonds 08	346	-	-	-	-	-	-	-	-	346
GO Bonds	212	148	-	-	-	-	-	-	-	360
Total Sources	558	148	-	-	-	-	-	-	-	706

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Higley and Warner Improvements

Project #: ST152 / 70030152

### Project Description:

Complete the intersection of Higley and Warner Roads to the full major arterial intersection configuration, including three through lanes and a bicycle lane in each direction, dual left-turn lanes and right turn lanes where justified by traffic studies, and all related improvements. Project also includes interim widening of Higley Road from Warner Road to the Santan Freeway to consist of two through lanes in each direction, a raised, non-landscaped median, and street lighting.

### Financial Information:

- Coordinate with Project TS122.
- Future development will complete Higley Road and Warner Road to full major arterial standards.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	5,354	-	-	-	-	-	-	-	5,354
Construction Mgmt	94	407	-	-	-	-	-	-	-	501
Land/ROW	52	646	-	-	-	-	-	-	-	698
Professional Services	734	67	-	-	-	-	-	-	-	801
Total Expenses	880	6,474	-	-	-	-	-	-	-	7,354

### Sources (1,000s)

2006 GO Bonds 08	565	3,490	-	-	-	-	-	-	-	4,055
GO Bonds	315	2,984	-	-	-	-	-	-	-	3,299
Total Sources	880	6,474	-	-	-	-	-	-	-	7,354

### Maintenance Costs (1,000s)

Contractual Services	-	-	25	-	-	-	-	-	-	25
Utilities	-	-	5	-	-	-	-	-	-	5
Total Maintenance	-	-	30	-	-	-	-	-	-	30

## Left-Turn Safety Enhancements

Project #: ST154 / 70030154

### Project Description:

Modify various intersections that were constructed with a negative offset causing no left-turn sight distance for turning traffic. Project will design and reconstruct medians to provide safer left-turn sight distance at Gilbert/Warner, McQueen/Elliot and Greenfield/Warner intersections.

### Financial Information:

- Maintenance costs are currently being evaluated for inclusion in the FY2016 Capital Improvement Plan.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	100	-	150	150	-	-	-	-	400
Construction Mgmt	1	4	-	12	12	-	-	-	-	29
Professional Services	-	40	-	-	-	-	-	-	-	40
Total Expenses	1	144	-	162	162	-	-	-	-	469

### Sources (1,000s)

Streets Fund	1	144	-	162	162	-	-	-	-	469
Total Sources	1	144	-	162	162	-	-	-	-	469

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## ADA Transition Replacement - Ramps/Push Buttons

Project #: ST155 / 70030155

### Project Description:

Reconstructing deficient sidewalk, sidewalk ramps, driveways and pedestrian push buttons to be compliant with the minimum ADA standards. This program is a multi-year program and systematically replaces prioritized locations identified through the Town of Gilbert's ADA Transition Plan.

### Financial Information:

- No new maintenance estimates are included because this project reconstructs existing sidewalk, ramps, signal push buttons that are being maintained currently.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	355	100	300	300	300	-	-	-	1,355
Construction Mgmt	-	15	30	50	50	50	-	-	-	195
Professional Services	-	5	20	40	40	40	-	-	-	145
Total Expenses	-	375	150	390	390	390	-	-	-	1,695

### Sources (1,000s)

Streets Fund	-	375	150	390	390	390	-	-	-	1,695
Total Sources	-	375	150	390	390	390	-	-	-	1,695

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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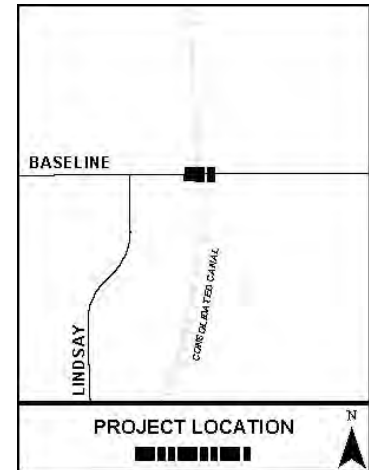
## Consolidated Canal Bridge Repair

Project #: ST156 / 70030156

### Project Description:

The Baseline Road Bridge over the Consolidated Canal is located about ¼-mile east of Lindsay Road at the municipal boundary between the Town of Gilbert and the City of Mesa. The bridge has experienced spalling over the reinforcement rebar along the bridge deck surface. This project will consist of the design and re-construction of the deck surface using a bonded overlay of either microsilica or polymer concrete.

### Financial Information:



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	372	-	-	-	-	-	-	-	372
Construction Mgmt	1	35	-	-	-	-	-	-	-	36
Professional Services	13	49	-	-	-	-	-	-	-	62
Total Expenses	14	456	-	-	-	-	-	-	-	470

### Sources (1,000s)

Streets Fund	14	456	-	-	-	-	-	-	-	470
Total Sources	14	456	-	-	-	-	-	-	-	470

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Constellation Way, South of Coldwater Blvd

Project #: ST157 / 70030157

### Project Description:



Design and construction of Constellation Way from Coldwater Boulevard south approximately 2400 feet. Improvements are to residential collector standards including two lanes, bike lanes, sidewalks and street lights.

### Financial Information:

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Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	-	-	-	-	1,310	1,310
Construction Mgmt	-	-	-	-	-	-	-	150	-	150
Land/ROW	-	38	-	-	-	-	-	495	-	533
Professional Services	-	-	-	-	-	-	-	135	-	135
Total Expenses	-	38	-	-	-	-	-	780	1,310	2,128

### Sources (1,000s)

Future Bonds	-	-	-	-	-	-	-	780	1,310	2,090
General Fund	-	38	-	-	-	-	-	-	-	38
Total Sources	-	38	-	-	-	-	-	780	1,310	2,128

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Lindsay Road/SR 202 Traffic Interchange

Project #: ST158 /

### Project Description:



Construction of a new full diamond traffic interchange at Lindsay Road and SR 202 (Santan Freeway) to provide access to SR202 and a frontage road system on the north side of SR 202. The improvements will include the construction of the entry/exit ramps and frontage road, improvements to the mainline SR202 to accommodate the new TI, reconstruction of Lindsay Road between the ramp termini, relocation of utilities along the Lindsay Road and Eastern Canal alignments, reconfiguration and mitigation measures for Zanjero Park, purchase of additional right-of-way for the TI, and other minor improvements to the existing street network to accommodate the TI. ADOT will be a partner agency in design review and construction of the TI. This project needs to be built in conjunction with ST117 and ST145.

### Financial Information:

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Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	23,400	-	-	-	-	23,400
Construction Mgmt	-	-	-	-	1,565	-	-	-	-	1,565
Land/ROW	-	-	-	-	300	-	-	-	-	300
Professional Services	-	-	510	3,865	-	-	-	-	-	4,375
Total Expenses	-	-	510	3,865	25,265	-	-	-	-	29,640

### Sources (1,000s)

General Fund	-	-	510	-	-	-	-	-	-	510
Outside Sources	-	-	-	3,865	25,265	-	-	-	-	29,130
Total Sources	-	-	510	3,865	25,265	-	-	-	-	29,640

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Higley & Pecos Improvements

Project #: STNEW1 /

### Project Description:



Reconstruct curb and median on the north leg of the Higley and Pecos intersection to allow for proper lane alignment and three southbound lanes through the intersection and future dual southbound left-turn lanes.

### Financial Information:

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Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	570	-	-	-	-	-	570
Construction Mgmt	-	-	-	98	-	-	-	-	-	98
Land/ROW	-	-	-	24	-	-	-	-	-	24
Professional Services	-	-	-	91	-	-	-	-	-	91
Total Expenses	-	-	-	783	-	-	-	-	-	783

### Sources (1,000s)

Future Bonds	-	-	-	783	-	-	-	-	-	783
Total Sources	-	-	-	783	-	-	-	-	-	783

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Gilbert Road Railroad Crossing Upgrade

Project #: STNEW2 /

### Project Description:



Upgrade the UPRR crossing at Gilbert Road (north of Elliot) to comply with new federal standards. The project will construct a median (approximately 60 feet on the south and 100 feet on the north) across the center turn lane of Gilbert Road, install new sidewalks and upgrade railroad gates, lights and alarms to existing standards.

### Financial Information:

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Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	911	-	-	-	-	911
Construction Mgmt	-	-	-	-	78	-	-	-	-	78
Professional Services	-	-	-	-	79	-	-	-	-	79
Total Expenses	-	-	-	-	1,068	-	-	-	-	1,068

### Sources (1,000s)

Future Bonds	-	-	-	-	1,068	-	-	-	-	1,068
Total Sources	-	-	-	-	1,068	-	-	-	-	1,068

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Williams Field Corridor High Capacity Transit Feasibility Study

Project #: STNEW4 /

### Project Description:



Perform an initial feasibility study of bus rapid transit (BRT) and light rail (LRT) along the Williams Field Road alignment in Gilbert. The feasibility study will look at land use, demographic and transit information to provide the feasibility and framework of high capacity transit along the Williams Field Road or parallel corridor. Project will be conducted with Valley Metro. This feasibility study is the first step in implementation of high capacity transit on Williams Field. Future steps would be 1) Detailed Corridor Analysis, 2) Design, and 3) Construction.

### Financial Information:

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Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Professional Services	-	-	-	100	-	-	-	-	-	100
Total Expenses	-	-	-	100	-	-	-	-	-	100

### Sources (1,000s)

Future Bonds	-	-	-	100	-	-	-	-	-	100
Total Sources	-	-	-	100	-	-	-	-	-	100

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Mesquite Street Sidewalk Improvements

Project #: STNEW5 /

### Project Description:



Design and construct sidewalk, ramps, curbing and drainage improvements along the north side of Mesquite Street from Lindsay Road to Mesquite Elementary School. This project will improve pedestrian safety and access to Mesquite Elementary School from the school crossing at Lindsay Road.

### Financial Information:

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Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	185	-	-	-	-	185
Construction Mgmt	-	-	-	-	37	-	-	-	-	37
Professional Services	-	-	-	-	27	-	-	-	-	27
Total Expenses	-	-	-	-	249	-	-	-	-	249

### Sources (1,000s)

Future Bonds	-	-	-	-	249	-	-	-	-	249
Total Sources	-	-	-	-	249	-	-	-	-	249

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Arterial Streets Reconstruction

Project #: STNEW6 /

### Project Description:



This project will address failing sections of Arterial pavement as follows:

Complete Reconstruction of Elliot Road West Bound Lanes from Higley Road West to Canal. Scope includes excavation of existing AC and sub base, Geo-grid and install 5" of AC on 12" of abc.

Complete Reconstruction on Baseline Road West Bound Lanes from Greenfield intersection West to Canal. Scope includes excavation of existing AC and sub base, Geo-grid and install 5" of AC on 12" of abc for approximately one lane mile.

### Financial Information:

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Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	1,465	-	-	-	-	-	-	1,465
Construction Mgmt	-	-	150	-	-	-	-	-	-	150
Professional Services	-	-	140	-	-	-	-	-	-	140
Total Expenses	-	-	1,755	-	-	-	-	-	-	1,755

### Sources (1,000s)

Streets Fund	-	-	1,755	-	-	-	-	-	-	1,755
Total Sources	-	-	1,755	-	-	-	-	-	-	1,755

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Project combined with STNew6

Project #: STNEW7 /

**Project Description:**


Complete Reconstruction on Baseline Road West Bound Lanes from Greenfield intersection West to Canal. Scope includes excavation of existing AC and sub base, Geo-grid and install 5" of AC on 12" of abc for approximately one lane mile.

**Financial Information:**

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Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Total Expenses	-	-	-	-	-	-	-	-	-	-

**Sources (1,000s)**

Total Sources	-	-	-	-	-	-	-	-	-	-
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**Maintenance Costs (1,000s)**

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## MEADOWBROOK VILLAGE Reconstruction

Project #: STNEW8 /

### Project Description:



(look at combining with new 6 & new 7) Complete Reconstruction of Asphalt and pedestrian walkways of Meadowbrook Village. Pricing includes Removal and Replacement of Roadway 4,300 SY: over excavate 9 inches, place and compact 3 inches Asphalt on 6 inches ABC along with Geotextile fabric installation. Remove and replace all Rolled Curbing, Sidewalk and Handicap Ramps within Meadowbrook village Cul de Sacs. All mobilization, grading, public information, Storm Water Pollution Prevention Plan, Traffic control, pavement marking, utility Adjustments.

### Financial Information:

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Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	710	-	-	-	-	-	-	710
Construction Mgmt	-	-	75	-	-	-	-	-	-	75
Professional Services	-	-	73	-	-	-	-	-	-	73
Total Expenses	-	-	858	-	-	-	-	-	-	858

### Sources (1,000s)

General Fund	-	-	858	-	-	-	-	-	-	858
Total Sources	-	-	858	-	-	-	-	-	-	858

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Palm Street Improvements

Project #: STNEW9 /

### Project Description:



Design and construction of the west half of Palm Street around the Municipal Complex. Improvements are to residential collector standards including two lanes, bike lanes, sidewalks and street lights. Project also includes modifications to the existing parking lot.

### Financial Information:

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Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	100	405	-	-	-	-	-	505
Construction Mgmt	-	-	15	70	-	-	-	-	-	85
Professional Services	-	-	15	37	-	-	-	-	-	52
Total Expenses	-	-	130	512	-	-	-	-	-	642

### Sources (1,000s)

General Fund	-	-	130	512	-	-	-	-	-	642
Total Sources	-	-	130	512	-	-	-	-	-	642

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Commerce Avenue Drainage Improvements

Project #: SW006 / 70110006

### Project Description:

Design and construction of storm water improvements recommended in the drainage study completed for the areas along Commerce Avenue east of Cooper Road, and along Cooper Road, to prevent flooding of Commerce Avenue and Cooper Road.

### Financial Information:

- Costs shown in prior years is for a drainage study performed for the area bounded by Cooper, UPRR, and the Western Canal.
- Coordinate with project ST094.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	711	-	446	891	-	-	-	-	2,048
Construction Mgmt	1	70	-	64	79	-	-	-	-	214
Land/ROW	-	275	-	1,677	-	-	-	-	-	1,952
Professional Services	42	100	-	186	-	-	-	-	-	328
Total Expenses	43	1,156	-	2,373	970	-	-	-	-	4,542

### Sources (1,000s)

Env Svcs Res Fund	-	1,156	-	2,373	970	-	-	-	-	4,499
General Fund	43	-	-	-	-	-	-	-	-	43
Total Sources	43	1,156	-	2,373	970	-	-	-	-	4,542

### Maintenance Costs (1,000s)

Contractual Services	-	-	-	1	-	-	-	-	-	1
Total Maintenance	-	-	-	1	-	-	-	-	-	1

## Sonoqui Wash Landscaping

Project #: SW007 / 70110007

### Project Description:

Landscaping along the south side of Sonoqui Wash and the north side of Ocotillo Road between the limits of the South Recharge Site and the point where the wash passes entirely into the Town of Queen Creek limits.

### Financial Information:

- Coordinate with project ST102.
- Maintenance costs are being evaluated for inclusion in the FY2016 Capital Improvement Plan.
- This project is anticipated to be completed in FY2021.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	-	-	-	500	-	500
Construction Mgmt	-	-	-	-	-	-	-	85	-	85
Professional Services	-	-	-	-	-	-	-	50	-	50
Total Expenses	-	-	-	-	-	-	-	635	-	635

### Sources (1,000s)

Future Bonds	-	-	-	-	-	-	-	635	-	635
Total Sources	-	-	-	-	-	-	-	635	-	635

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Higley and Warner

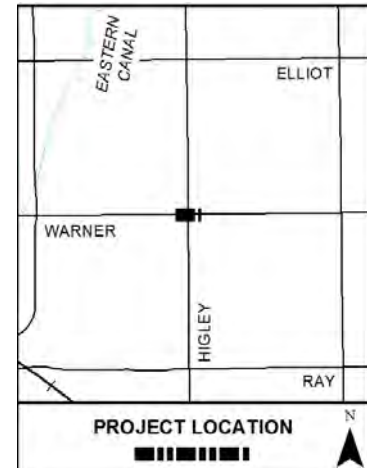
Project #: TS122 / 70080122

### Project Description:

Design and installation of a major arterial traffic signal at the intersection of Higley Road and Warner Road, and connection to the signal system.

### Financial Information:

- Coordinate with project ST152.



This project is 100% funded through Traffic Signal SDFs. The project is required to support growth within the community.

Expenses: (1,000s)	Prior Years									Beyond		Total
		2015	2016	2017	2018	2019	2020	6-10 years	10 Years			
Construction	-	375	-	-	-	-	-	-	-	-	-	375
Construction Mgmt	-	4	-	-	-	-	-	-	-	-	-	4
Professional Services	17	19	-	-	-	-	-	-	-	-	-	36
Total Expenses	17	398	-	-	-	-	-	-	-	-	-	415

### Sources (1,000s)

Signal SDF	17	398	-	-	-	-	-	-	-	-	-	415
Total Sources	17	398	-	-	-	-	-	-	-	-	-	415

### Maintenance Costs (1,000s)

Supplies	-	-	2	-	-	-	-	-	-	-	-	2
Utilities	-	-	2	-	-	-	-	-	-	-	-	2
Total Maintenance	-	-	4	-	-	-	-	-	-	-	-	4

## Ray and Recker

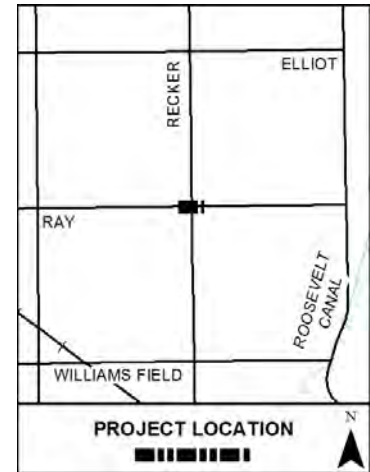
Project #: TS123 / 70080123

### Project Description:

Design and installation of a major arterial traffic signal at the intersection of Ray Road and Recker Road, and connection to the signal system. Right-of-way constraints and irrigation infrastructure may require interim pole placement on southwest and northwest corners until project ST128 is completed.

### Financial Information:

- Coordinate with projects ST096 or ST128.
- This project is anticipated to be completed in FY2015 as shown below.



This project is 100% funded through Traffic Signal SDFs. The project is required to support growth within the community.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	Beyond 10 Years	Total
Construction	-	296	-	-	-	-	-	-	-	296
Construction Mgmt	-	15	-	-	-	-	-	-	-	15
Equipment & Furniture	-	25	-	-	-	-	-	-	-	25
Professional Services	18	18	-	-	-	-	-	-	-	36
Total Expenses	18	354	-	-	-	-	-	-	-	372

### Sources (1,000s)

Signal SDF	18	354	-	-	-	-	-	-	-	372
Total Sources	18	354	-	-	-	-	-	-	-	372

### Maintenance Costs (1,000s)

Supplies	-	-	2	-	-	-	-	-	-	2
Utilities	-	-	2	-	-	-	-	-	-	2
Total Maintenance	-	-	4	-	-	-	-	-	-	4

## Val Vista and Baseline Signal Improvements

Project #: TS130 / 70080130

### Project Description:

Convert northbound and southbound left turn lanes to dual left-turn lanes. Work includes modifications to pavement markings and the raised median island on the south leg of the intersection, new signal heads and new signal poles on the southeast and southwest corners. (Explore with City of Mesa the creation of a third NB through lane on Val Vista).

### Financial Information:

- Intersection operating conditions to be assessed annually. Timing of project may be adjusted based on results of the assessment.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	250	-	-	-	-	-	250
Construction Mgmt	-	-	-	32	-	-	-	-	-	32
Professional Services	37	-	-	50	-	-	-	-	-	87
Total Expenses	37	-	-	332	-	-	-	-	-	369

### Sources (1,000s)

Signal SDF	-	-	-	332	-	-	-	-	-	332
Streets Fund	37	-	-	-	-	-	-	-	-	37
Total Sources	37	-	-	332	-	-	-	-	-	369

### Maintenance Costs (1,000s)

Supplies	-	-	-	-	2	-	-	-	-	2
Utilities	-	-	-	-	2	-	-	-	-	2
Total Maintenance	-	-	-	-	4	-	-	-	-	4



## Advanced Traffic Mgmt System - Phase III

Project #: TS131 / 70080131

### Project Description:

Includes design and construction of the Val Vista Branch Line of Fiber from Baseline to Warner Road and connect the Val Vista/Ray intersection fiber from Ray and Santan Village Pkwy; both consist of conduit, fiber optic cable, enclosures, related infrastructure and equipment.

### Financial Information:

- The project was added to the plan after FY2001 and growth/non-growth allocation is based on the trip generation weighted average for total residential and non-residential build-out remaining in 2001 (27.3% non-growth/72.7% growth).
- Maintenance costs are currently being evaluated for inclusion in the FY2016 Capital Improvement Plan.
- This project is anticipated to be completed in FY2020.



This project is funded through both growth and non-growth funding sources. A portion of the project is required to support growth within the community. See Financial Information for additional detail.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	10 Years	Total
Construction	-	-	-	-	-	-	-	1,545	-	1,545
Construction Mgmt	-	-	-	-	-	-	45	-	-	45
Professional Services	-	-	-	-	-	-	181	-	-	181
Total Expenses	-	-	-	-	-	-	226	1,545	-	1,771

### Sources (1,000s)

Signal SDF	-	-	-	-	-	-	226	1,545	-	1,771
Total Sources	-	-	-	-	-	-	226	1,545	-	1,771

### Maintenance Costs (1,000s)

Supplies	-	-	-	-	-	-	-	4	-	4
Total Maintenance	-	-	-	-	-	-	-	4	-	4

## Advanced Traffic Mgmt System - Phase IV

Project #: TS132 / 70080132

### Project Description:

Design and installation of the northwest fiber ring. Includes approximately seven miles of conduit, and fiber optic cable, enclosures and related infrastructure. Along Houston, Cooper, Guadalupe, McQueen, Elliot, Cooper, and Warner Roads.

### Financial Information:

- The project was added to the plan after FY2001 and growth/non-growth allocation is based on the trip generation weighted average for total residential and non-residential build-out remaining in 2001 (27.3% non-growth/72.7% growth).
- Total project cost is \$1,477,000, of which \$1,096,000 will be funded through federal Congestion Mitigation/Air Quality (CMAQ) grant. The town's cost share will be \$381,000.



This project is funded through both growth and non-growth funding sources. A portion of the project is required to support growth within the community. See Financial Information for additional detail.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	Beyond 10 Years	Total
Construction	-	-	1,145	-	-	-	-	-	-	1,145
Construction Mgmt	-	-	39	-	-	-	-	-	-	39
Professional Services	-	283	10	-	-	-	-	-	-	293
Total Expenses	-	283	1,194	-	-	-	-	-	-	1,477

### Sources (1,000s)

Federal Grant	-	-	1,096	-	-	-	-	-	-	1,096
Signal SDF	-	283	98	-	-	-	-	-	-	381
Total Sources	-	283	1,194	-	-	-	-	-	-	1,477

### Maintenance Costs (1,000s)

Supplies	-	-	-	5	-	-	-	-	-	5
Total Maintenance	-	-	-	5	-	-	-	-	-	5

## Advanced Traffic Mgmt System - Phase V

Project #: TS133 / 70080133

### Project Description:

Design and construction of the east fiber ring. Includes approximately six miles of conduit, six miles of fiber optic cable, enclosures and related infrastructure from Higley and Williams Field roads to Greenfield and Baseline roads. Add 4.5 miles of conduit and 4.5 miles of fiber for branch lines along Ray, Warner and Elliot roads.

### Financial Information:

- The project was added to the plan after FY2001 and Growth/Non-growth allocation is based on the trip generation weighted average for total residential and non-residential build-out remaining in 2001 (27.3% Non-growth/72.7% Growth).
- Maintenance costs are currently being evaluated for inclusion in the FY2016 Capital Improvement Plan.
- This project is anticipated to be completed in FY2022.



This project is funded through both growth and non-growth funding sources. A portion of the project is required to support growth within the community. See Financial Information for additional detail.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond		Total
								6-10 years	10 Years	
Construction	-	-	-	-	-	-	-	1,200	-	1,200
Construction Mgmt	-	-	-	-	-	-	-	50	-	50
Professional Services	-	-	-	-	-	-	-	335	-	335
Total Expenses	-	-	-	-	-	-	-	1,585	-	1,585

### Sources (1,000s)

Signal SDF	-	-	-	-	-	-	-	1,585	-	1,585
Total Sources	-	-	-	-	-	-	-	1,585	-	1,585

### Maintenance Costs (1,000s)

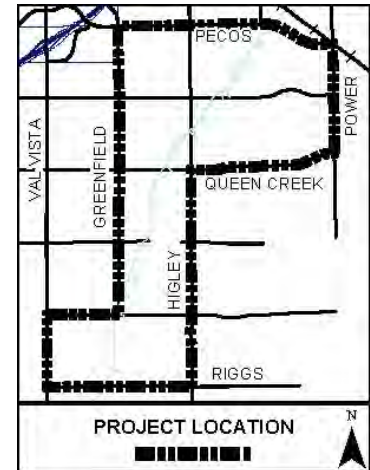
Supplies	-	-	-	-	-	-	-	6	-	6
Total Maintenance	-	-	-	-	-	-	-	6	-	6

## Advanced Traffic Mgmt System - Phase VI

Project #: TS134 / 70080134

### Project Description:

Design and construction to complete the southeast fiber ring. Includes approximately two miles of conduit, five miles of fiber optic cable, enclosures and related infrastructure. Conduit and fiber will be installed on Queen Creek Road between Power Road and Recker Road, on Recker Road between Queen Creek Road and Ocotillo Road, on Ocotillo Road between Recker Road and Higley Road and on Higley Road between Germann Road and Queen Creek Road and between Ocotillo Road and Riggs Road.



### Financial Information:

- The project was added to the plan after FY2001 and growth/non-growth allocation is based on the trip generation weighted average for total residential and non-residential build-out remaining in 2001 (27.3% non-growth/72.7% growth).
- Maintenance costs are currently being evaluated for inclusion in the FY2016 Capital Improvement Plan.
- This project is anticipated to be completed in FY2024.

This project is funded through both growth and non-growth funding sources. A portion of the project is required to support growth within the community. See Financial Information for additional detail.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond		Total
								6-10 years	10 Years	
Construction	-	-	-	-	-	-	-	825	-	825
Construction Mgmt	-	-	-	-	-	-	-	25	-	25
Professional Services	-	-	-	-	-	-	-	381	-	381
Total Expenses	-	-	-	-	-	-	-	1,231	-	1,231

### Sources (1,000s)

Signal SDF	-	-	-	-	-	-	-	1,231	-		1,231
Total Sources	-	-	-	-	-	-	-	1,231	-		1,231

### Maintenance Costs (1,000s)

Supplies	-	-	-	-	-	-	-	-	5		5
Total Maintenance	-	-	-	-	-	-	-	-	5		5

## Advanced Traffic Mgmt System - Network CCTV Cameras

Project #: TS135 / 70080135

### Project Description:

Furnish, install and integrate four CCTV Cameras, 15 video cameras, one multichannel video decoder, 50 broadband radios, traffic controllers, and a new core switch for the Traffic Operations Center.

### Financial Information:

- Since equipment will be under warranty for one year, maintenance costs will not begin until FY2016.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction Mgmt	-	5	-	-	-	-	-	-	-	5
Equipment & Furniture	97	155	144	-	-	-	-	-	-	396
Total Expenses	97	160	144	-	-	-	-	-	-	401

### Sources (1,000s)

Streets Fund	97	160	144	-	-	-	-	-	-	401
Total Sources	97	160	144	-	-	-	-	-	-	401

### Maintenance Costs (1,000s)

Supplies	-	-	2	-	-	-	-	-	-	2
Total Maintenance	-	-	2	-	-	-	-	-	-	2

## Recker and Cooley Loop North

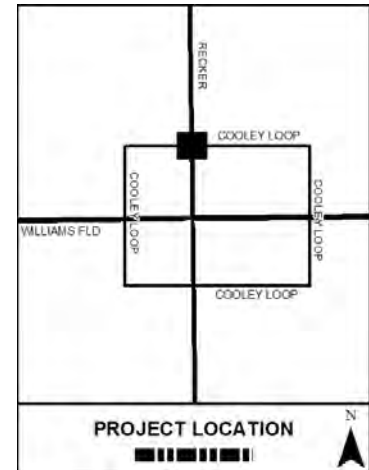
Project #: TS144 / 70080144

### Project Description:

Design and installation of a minor arterial traffic signal at the intersection of Recker Road and Cooley Loop North, and connection to the signal system. Includes stamped asphalt crosswalks per Mesa Gateway Airport standards.

### Financial Information:

- Completion of design and all underground portions will be installed with project ST095.
- Coordinate with projects TS145, TS146 and TS147.
- Timing of the project may be adjusted due to development in the area.



This project is 100% funded through Traffic Signal SDFs. The project is required to support growth within the community. See Financial Information for additional detail.

Expenses: (1,000s)	Prior Years									Beyond 6-10 years	10 Years	Total
		2015	2016	2017	2018	2019	2020					
Construction	-	-	-	-	351	-	-	-	-	-	-	351
Construction Mgmt	-	-	-	-	7	-	-	-	-	-	-	7
Professional Services	-	-	-	-	31	-	-	-	-	-	-	31
Total Expenses	-	-	-	-	389	-	-	-	-	-	-	389

### Sources (1,000s)

Signal SDF	-	-	-	-	389	-	-	-	-	-	-	389
Total Sources	-	-	-	-	389	-	-	-	-	-	-	389

### Maintenance Costs (1,000s)

Supplies	-	-	-	-	-	2	-	-	-	-	-	2
Utilities	-	-	-	-	-	2	-	-	-	-	-	2
Total Maintenance	-	-	-	-	-	4	-	-	-	-	-	4

## Recker and Cooley Loop South

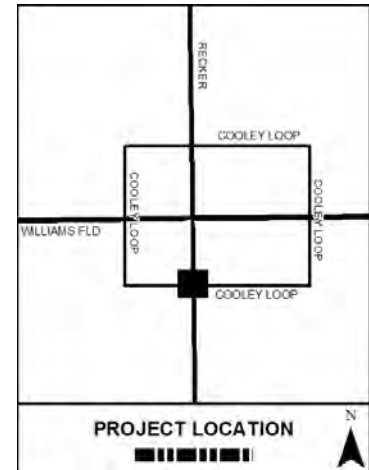
Project #: TS145 / 70080145

### Project Description:

Design and installation of a minor arterial traffic signal at the intersection of Recker Road and Cooley Loop South, and connection to the signal system. Includes stamped asphalt crosswalks per Mesa Gateway Airport standards.

### Financial Information:

- Completion of design and all underground portions will be installed with project ST095.
- Coordinate with projects TS144, TS146 and TS147.
- Timing of the project may be adjusted due to development in the area.
- Maintenance costs are currently being evaluated for inclusion in the FY2016 Capital Improvement Plan.



This project is 100% funded through Traffic Signal SDFs. The project is required to support growth within the community.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	10 Years	Total
Construction	-	-	-	-	-	-	351	-	-	351
Construction Mgmt	-	-	-	-	-	-	7	-	-	7
Equipment & Furniture	30	-	-	-	-	-	-	-	-	30
Professional Services	1	-	-	-	-	-	31	-	-	32
Total Expenses	31	-	-	-	-	-	389	-	-	420

### Sources (1,000s)

Signal SDF	31	-	-	-	-	-	389	-	-	420
Total Sources	31	-	-	-	-	-	389	-	-	420

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Williams Field and Cooley Loop West

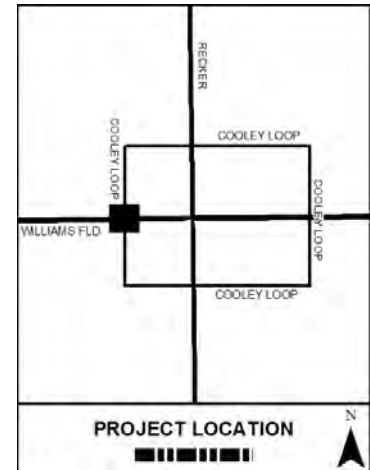
Project #: TS146 / 70080146

### Project Description:

Design and installation of a minor arterial traffic signal at the intersection of Williams Field Road and Cooley Loop West, and connection to the signal system. Includes stamped asphalt crosswalks per Gateway standards.

### Financial Information:

- Completion of design and all underground portions will be installed with project ST095.
- Coordinate with projects TS144, TS145 and TS147.
- Timing of the project may be adjusted due to development in the area.
- Maintenance costs are currently being evaluated for inclusion in the FY2016 Capital Improvement Plan.
- This project is anticipated to be completed by FY2020.



This project is 100% funded through Traffic Signal SDFs. The project is required to support growth within the community.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	10 Years	Total
Construction	-	-	-	-	-	-	-	351	-	351
Construction Mgmt	1	-	-	-	-	-	-	7	-	8
Equipment & Furniture	31	-	-	-	-	-	-	-	-	31
Professional Services	-	-	-	-	-	-	-	31	-	31
Total Expenses	32	-	-	-	-	-	-	389	-	421

### Sources (1,000s)

Signal SDF	32	-	-	-	-	-	-	389	-	421
Total Sources	32	-	-	-	-	-	-	389	-	421

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Williams Field and Cooley Loop East

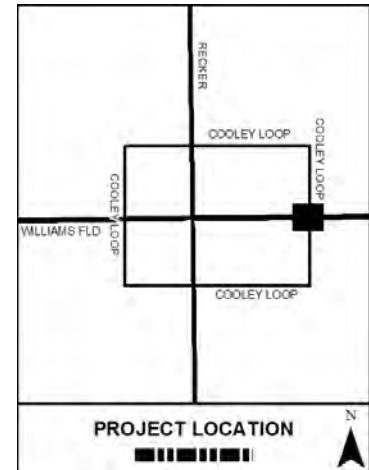
Project #: TS147 / 70080147

### Project Description:

Design and installation of a minor arterial traffic signal at the intersection of Williams Field Road and Cooley Loop East, and connection to the signal system. Includes stamped asphalt crosswalks per Mesa Gateway Airport standards.

### Financial Information:

- Completion of design and all underground portions will be installed with project ST095.
- Coordinate with projects TS144, TS145 and TS146.
- Timing of the project may be adjusted due to development in the area.
- Maintenance costs are currently being evaluated for inclusion in the FY2016 Capital Improvement Plan.
- This project is anticipated to be completed by FY2021.



This project is 100% funded through Traffic Signal SDFs. The project is required to support growth within the community.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	-	351	-	-	-	351
Construction Mgmt	1	-	-	-	-	7	-	-	-	8
Equipment & Furniture	31	-	-	-	-	-	-	-	-	31
Professional Services	-	-	-	-	-	31	-	-	-	31
Total Expenses	32	-	-	-	-	389	-	-	-	421

### Sources (1,000s)

Signal SDF	32	-	-	-	-	389	-	-	-	421
Total Sources	32	-	-	-	-	389	-	-	-	421

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Riggs and Recker

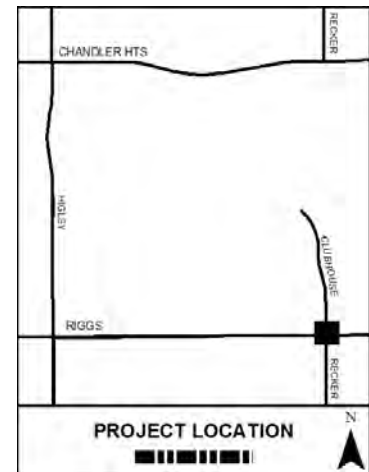
Project #: TS150 / 70080150

### Project Description:

Design and installation of a major arterial traffic signal at the intersection of Riggs Road and Recker Road, and connection to the signal system.

### Financial Information:

- Completion of design and all underground portions will be installed with project ST100.
- Maintenance costs are currently being evaluated for inclusion in the FY2016 Capital Improvement Plan.
- This project is anticipated to be completed by FY2020.



This project is 100% funded through Traffic Signal SDFs. The project is required to support growth within the community.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	10 Years	Total
Construction	-	-	-	-	-	-	-	348	-	348
Construction Mgmt	-	-	-	-	-	-	-	7	-	7
Professional Services	-	-	-	-	-	-	-	36	-	36
Total Expenses	-	-	-	-	-	-	-	391	-	391

### Sources (1,000s)

Signal SDF	-	-	-	-	-	-	-	391	-	391
Total Sources	-	-	-	-	-	-	-	391	-	391

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Gilbert - Mesa Center to Center Communication

Project #: TS151 / 70080151

### Project Description:

Design and install conduit and fiber optic cable between the Town of Gilbert Traffic Operations Center and the City of Mesa Traffic Management Center to provide inter-city communication and signal coordination.

### Financial Information:

- Department of Transportation will manage the construction, and the Town of Gilbert will manage the design of the project.
- Total project cost is \$645,500, of which \$460,500 will be funded through Federal Congestion Mitigation Air Quality (CMAQ) funds. The Town of Gilbert's cost share will be \$185,000.
- Project requires Gilbert and Mesa to jointly revise pathway and update MAG.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	3	-	-	-	-	-	-	-	-	3
Construction Mgmt	47	-	-	-	-	-	-	-	-	47
Professional Services	135	-	-	-	-	-	-	-	-	135
Total Expenses	185	-	-	-	-	-	-	-	-	185

### Sources (1,000s)

Streets Fund	185	-	-	-	-	-	-	-	-	185
Total Sources	185	-	-	-	-	-	-	-	-	185

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Gilbert - Queen Creek Interconnect

Project #: TS152 / 70080152

### Project Description:

Design and install approximately five miles of 48-strand fiber optic cable and associated electronics to provide signal system interconnect between the Town of Gilbert and Town of Queen Creek signals on Power Road. Also includes shared closed circuit television capabilities along Power at the Pecos, Germann and Queen Creek intersections.

### Financial Information:

- In 2008, the town secured 2013 Congestion Mitigation and Air Quality (CMAQ) Improvements funds totaling \$137,690 to install fiber optic cable and traffic signal communication equipment along Pecos Road from Greenfield Road to Power Road, and Power Road -- Pecos Road to Queen Creek Road.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	157	-	-	-	-	-	-	-	157
Construction Mgmt	-	20	-	-	-	-	-	-	-	20
Professional Services	-	28	-	-	-	-	-	-	-	28
Total Expenses	-	205	-	-	-	-	-	-	-	205

### Sources (1,000s)

Federal Grant	-	138	-	-	-	-	-	-	-	138
Streets Fund	-	67	-	-	-	-	-	-	-	67
Total Sources	-	205	-	-	-	-	-	-	-	205

### Maintenance Costs (1,000s)

Supplies	-	-	4	-	-	-	-	-	-	4
Total Maintenance	-	-	4	-	-	-	-	-	-	4

## Val Vista and Ocotillo

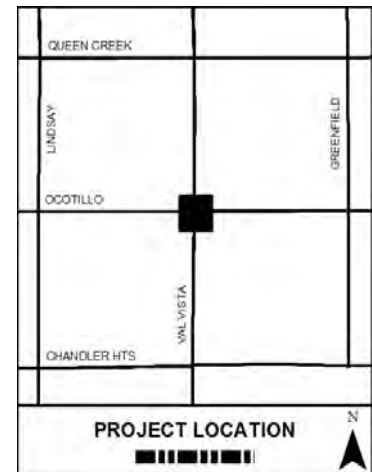
Project #: TS154 / 70080154

### Project Description:

Design and installation of a major arterial traffic signal at the intersection of Val Vista Drive and Ocotillo Road, and connection to the signal system.

### Financial Information:

- Coordinate with project ST112.
- Maintenance costs are currently being evaluated for inclusion in the FY2016 Capital Improvement Plan.
- This project is anticipated to be completed in FY2021.



This project is 100% funded through Traffic Signal SDFs. The project is required to support growth within the community.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	-	-	-	341	-	341
Construction Mgmt	-	-	-	-	-	-	-	7	-	7
Professional Services	31	-	-	-	-	-	-	9	-	40
Total Expenses	31	-	-	-	-	-	-	357	-	388

### Sources (1,000s)

Signal SDF	31	-	-	-	-	-	-	357	-	388
Total Sources	31	-	-	-	-	-	-	357	-	388

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Val Vista and Chandler Heights

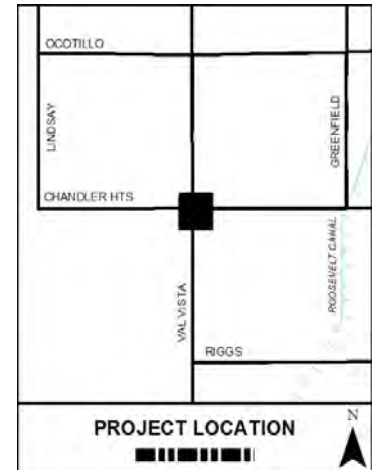
Project #: TS155 / 70080155

### Project Description:

Design and installation of a major arterial traffic signal at the intersection of Val Vista Drive and Chandler Heights Road, and connection to the signal system.

### Financial Information:

- Coordinate with project ST112.
- Maintenance costs are being evaluated for inclusion in the FY2016 Capital Improvement Plan.
- This project is anticipated to be completed in FY2021.



This project is 100% funded through Traffic Signal SDFs. The project is required to support growth within the community.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	-	-	-	336	-	336
Construction Mgmt	-	-	-	-	-	-	-	7	-	7
Professional Services	31	-	-	-	-	-	-	9	-	40
Total Expenses	31	-	-	-	-	-	-	352	-	383

### Sources (1,000s)

Signal SDF	31	-	-	-	-	-	-	352	-	383
Total Sources	31	-	-	-	-	-	-	352	-	383

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Greenfield and Ocotillo

Project #: TS156 / 70080156

### Project Description:

Design and installation of a major arterial traffic signal at the intersection of Greenfield Road and Ocotillo Road, and connection to the signal system.

### Financial Information:

- Construction cost reduced slightly to reflect installation of underground items with project ST101.



This project is 100% funded through Traffic Signal SDFs. The project is required to support growth within the community.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	348	-	-	-	-	-	-	348
Construction Mgmt	-	-	-	7	-	-	-	-	-	7
Professional Services	-	-	36	-	-	-	-	-	-	36
Total Expenses	-	-	384	7	-	-	-	-	-	391

### Sources (1,000s)

Signal SDF	-	-	384	7	-	-	-	-	-	391
Total Sources	-	-	384	7	-	-	-	-	-	391

### Maintenance Costs (1,000s)

Supplies	-	-		2	-	-				2
Utilities	-	-		2	-	-				2
Total Maintenance	-	-		4	-	-				4

## Recker and Warner

Project #: TS157 / 70080157

### Project Description:

Design and installation of a major arterial traffic signal at the intersection of Recker Road and Warner Road, and connection to the signal system. Coordination for this project will occur on the northwest corner with Morrison Ranch development and on northeast corner with the Rockefeller development. Interim pole locations may be required on the northwest and northeast corners.

### Financial Information:



This project is 100% funded through Traffic Signal SDFs. The project is required to support growth within the community.

Expenses: (1,000s)	Prior Years									Beyond		Total
		2015	2016	2017	2018	2019	2020	6-10 years	10 Years			
Construction	-	-	-	331	-	-	-	-	-	-	-	331
Construction Mgmt	-	-	-	7	-	-	-	-	-	-	-	7
Professional Services	-	-	-	36	-	-	-	-	-	-	-	36
Total Expenses	-	-	-	374	-	-	-	-	-	-	-	374

### Sources (1,000s)

Signal SDF	-	-	-	374	-	-	-	-	-	-	-	374
Total Sources	-	-	-	374	-	-	-	-	-	-	-	374

### Maintenance Costs (1,000s)

Supplies	-	-	-	-	2	-	-	-	-	-	-	2
Utilities	-	-	-	-	2	-	-	-	-	-	-	2
Total Maintenance	-	-	-	-	4	-	-	-	-	-	-	4



## Recker and Ocotillo

Project #: TS158 / 70080158

### Project Description:

Design and installation of a major arterial traffic signal at the intersection of Recker Road and Ocotillo Road, and connection to the signal system.

### Financial Information:

- Coordinate with project ST102. Signal timing may be adjusted to coincide with street improvements, or street project may install underground components for signal.
- Maintenance costs are currently being evaluated for inclusion in the FY2016 Capital Improvement Plan.
- This project is anticipated to be completed in FY2022.



This project is 100% funded through Traffic Signal SDFs. The project is required to support growth within the community.

Expenses: (1,000s)	Prior Years								Beyond		Total
		2015	2016	2017	2018	2019	2020	6-10 years	10 Years		
Construction	-	-	-	-	-	-	-	347	-	347	
Construction Mgmt	-	-	-	-	-	-	-	7	-	7	
Professional Services	-	-	-	-	-	-	-	36	-	36	
Total Expenses	-	-	-	-	-	-	-	390	-	390	

### Sources (1,000s)

Signal SDF	-	-	-	-	-	-	-	390	-	390
Total Sources	-	-	-	-	-	-	-	390	-	390

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Higley and Coldwater

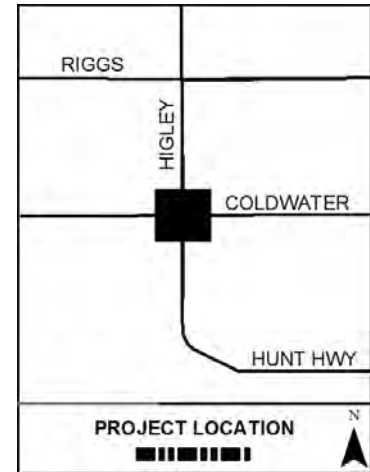
Project #: TS162 / 70080162

### Project Description:

Construction of a minor arterial traffic signal at the intersection of Higley Road and Coldwater Boulevard, and connection to the signal system.

### Financial Information:

- Design was included with project ST098; therefore, design costs are not reflected here.
- Coordinate with project ST098.
- Maintenance costs are currently being evaluated for inclusion in the FY2016 Capital Improvement Plan.
- This project is anticipated to be completed in FY2022.



This project is 100% funded through Traffic Signal SDFs. The project is required to support growth within the community.

Expenses: (1,000s)	Prior Years								Beyond 6-10 10	Total
		2015	2016	2017	2018	2019	2020	years	Years	
Construction	-	-	-	-	-	-	-	263	-	263
Construction Mgmt	-	-	-	-	-	-	-	7	-	7
Equipment & Furniture	-	-	-	-	-	-	-	73	-	73
Professional Services	-	-	-	-	-	-	-	9	-	9
Total Expenses	-	-	-	-	-	-	-	352	-	352

### Sources (1,000s)

Signal SDF	-	-	-	-	-	-	-	352	-	352
Total Sources	-	-	-	-	-	-	-	352	-	352

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Baseline Road Fiber Optic Infrastructure

Project #: TS165 / 70080165

### Project Description:

Design and construction of fiber optic communication infrastructure on Baseline Road from Greenfield to Driftwood, including fiber optic cable, PTZ cameras, vaults, pull boxes and related facilities. Also includes replacement of fiber optic cable on Greenfield Road between Baseline and Guadalupe. Adds five signals into Gilbert's fiber optic communications system.

### Financial Information:

- ADOT is the lead agency.
- Construction cost shown includes equipment.
- This project is funded through \$415,000 of federal Congestion Mitigation/Air Quality (CMAQ) grant. The town's local match is \$154,000.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	374	-	-	-	-	-	-	-	374
Construction Mgmt	2	8	-	-	-	-	-	-	-	10
Professional Services	31	154	-	-	-	-	-	-	-	185
Total Expenses	33	536	-	-	-	-	-	-	-	569

### Sources (1,000s)

Federal Grant	-	415	-	-	-	-	-	-	-	415
Streets Fund	33	121	-	-	-	-	-	-	-	154
Total Sources	33	536	-	-	-	-	-	-	-	569

### Maintenance Costs (1,000s)

Supplies	-	-	2	-	-	-	-	-	-	2
Total Maintenance	-	-	2	-	-	-	-	-	-	2

## Fiber Optic Communications Infrastructure Replacement

Project #: TS166 / 70080166

### Project Description:

Repair/replace existing fiber optic communications infrastructure along approximately 11 miles of arterial streets. Includes replacement of broken conduit and installation of fiber optic cable, vaults, pull boxes and related equipment.

### Financial Information:

- Project replaces the oldest portion of Gilbert's Advanced Traffic Management System and Muni-Net.
- This project replaces 48-strand fiber optic with 96 strand fiber optic cable.
- Project is scheduled to begin in FY2020.
- Construction cost shown includes equipment.
- Maintenance costs are included in current traffic operations operating and maintenance budget.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	-	-	388	-	-	388
Construction Mgmt	-	-	-	-	-	-	10	-	-	10
Professional Services	-	-	-	-	-	-	51	-	-	51
Total Expenses	-	-	-	-	-	-	449	-	-	449

### Sources (1,000s)

Signal SDF	-	-	-	-	-	-	449	-	-	449
Total Sources	-	-	-	-	-	-	449	-	-	449

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Traffic Ops Ctr Signal Subsystem Replacement

Project #: TS167 / 70080167

### Project Description:

Replacement of the traffic signal subsystem in the Traffic Operations Center (TOC) includes servers, switches and software. Also includes replacement/upgrade of TOC computer work stations.

### Financial Information:

- Maintenance costs are included in current traffic operations operating budget.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	341	26	-	-	-	-	-	-	-	367
Construction Mgmt	-	2	-	-	-	-	-	-	-	2
Equipment & Furniture	101	-	-	-	-	-	-	-	-	101
Professional Services	13	-	-	-	-	-	-	-	-	13
Total Expenses	455	28	-	-	-	-	-	-	-	483

### Sources (1,000s)

Streets Fund	455	28	-	-	-	-	-	-	-	483
Total Sources	455	28	-	-	-	-	-	-	-	483

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Traffic Operations Center Video Wall Replacement

Project #: TS168 / 70080168

### Project Description:

Replace existing video wall in the Traffic Operations Center, including current layout, wall structure and replacing video wall cubes and processor. Also includes upgrading equipment for cameras connected to the system and upgrading TOC layout to be compatible with the new video layout.

### Financial Information:

- Project costs may be offset by future grant funding.
- Construction cost shown includes equipment.
- Maintenance costs are included in current traffic operations operating and maintenance budget.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	90	-	-	-	-	90
Construction Mgmt	-	-	-	-	5	-	-	-	-	5
Professional Services	-	-	-	-	30	-	-	-	-	30
Total Expenses	-	-	-	-	125	-	-	-	-	125

### Sources (1,000s)

Signal SDF	-	-	-	-	125	-	-	-	-	125
Total Sources	-	-	-	-	125	-	-	-	-	125

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Pecos Rd Conduit Installation - EMF & RWCD Crossing

Project #: TS169 / 70080169

### Project Description:

Installation of a single four-inch conduit with collapsible inner ducts along the Pecos Road alignment across the East Maricopa Floodway and Roosevelt Water Conversation District Canal. Connects to existing conduit on both ends.

### Financial Information:

- Coordinate with project TS152.
- Maintenance costs are included in the annual operating budget.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	10 Years	Total
Construction	111	10	-	-	-	-	-	-	-	121
Construction Mgmt	14	1	-	-	-	-	-	-	-	15
Professional Services	27	11	-	-	-	-	-	-	-	38
Total Expenses	152	22	-	-	-	-	-	-	-	174

### Sources (1,000s)

Streets Fund	152	22	-	-	-	-	-	-	-	174
Total Sources	152	22	-	-	-	-	-	-	-	174

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Adaptive Signal Control System - San Tan Village Mall

Project #: TS170 / 70080170

### Project Description:

Install an adaptive signal timing system and associated equipment at nine (9) intersection in the San Tan Village Mall area: Williams Field Road at San Tan Village Parkway, Market Street, Loop 202, and Parkcrest; and Santan Village Parkway at Coronado, Mall Entry, Market Street, Loop 202, and Discovery Park.

### Financial Information:

- The full scope of work to be determined when the adaptive signal timing system is selected.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	Beyond 10 Years	Total
Construction	-	-	-	425	-	-	-	-	-	425
Construction Mgmt	-	-	-	5	-	-	-	-	-	5
Professional Services	-	-	-	5	-	-	-	-	-	5
Total Expenses	-	-	-	435	-	-	-	-	-	435

### Sources (1,000s)

Signal SDF	-	-	-	435	-	-	-	-	-	435
Total Sources	-	-	-	435	-	-	-	-	-	435

### Maintenance Costs (1,000s)

Supplies	-	-	-	10	-	-	-	-	-	10
Total Maintenance	-	-	-	10	-	-	-	-	-	10



## Gilbert and Vaughn

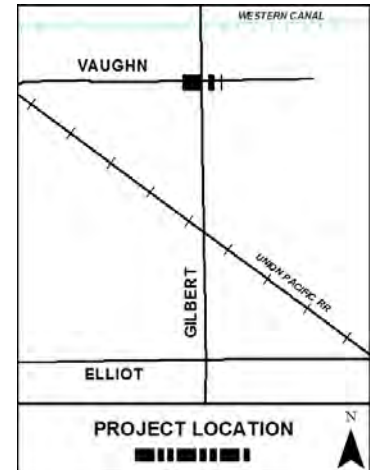
Project #: TS171 / 70080171

### Project Description:

Design and installation of an arterial traffic signal at the intersection of Gilbert Road and Vaughn Avenue, and connection to the traffic signal system.

### Financial Information:

- Timing of project to coincide with RD110 Vaughn Avenue Parking Structure.



This project is 100% funded through Traffic Signal SDFs. The project is required to support growth within the community.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	Beyond 10 Years	Total
Construction	210	5	-	-	-	-	-	-	-	215
Construction Mgmt	5	-	-	-	-	-	-	-	-	5
Equipment & Furniture	52	1	-	-	-	-	-	-	-	53
Professional Services	16	11	-	-	-	-	-	-	-	27
Total Expenses	283	17	-	-	-	-	-	-	-	300

### Sources (1,000s)

Signal SDF	283	17	-	-	-	-	-	-	-	300
Total Sources	283	17	-	-	-	-	-	-	-	300

### Maintenance Costs (1,000s)

Utilities	-	-	2	-	-	-	-	-	-	2
Total Maintenance	-	-	2	-	-	-	-	-	-	2

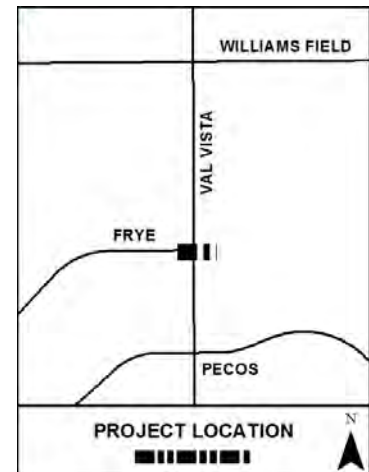
## Val Vista and Frye

Project #: TS172 / 70080172

### Project Description:

Design and Installation of an arterial traffic signal at the intersection of Val Vista Road and Frye Road and connection to the traffic signal system.

### Financial Information:



This project is 100% funded through Traffic Signal SDFs. The project is required to support growth within the community.

Expenses: (1,000s)	Prior Years									Beyond		Total
		2015	2016	2017	2018	2019	2020	6-10 years	10 Years			
Construction	-	277	-	-	-	-	-	-	-	-	-	277
Construction Mgmt	4	3	-	-	-	-	-	-	-	-	-	7
Equipment & Furniture	41	29	-	-	-	-	-	-	-	-	-	70
Professional Services	22	7	-	-	-	-	-	-	-	-	-	29
Total Expenses	67	316	-	-	-	-	-	-	-	-	-	383

### Sources (1,000s)

Signal SDF	67	316	-	-	-	-	-	-	-	-	-	383
Total Sources	67	316	-	-	-	-	-	-	-	-	-	383

### Maintenance Costs (1,000s)

Utilities	-	-	2	-	-	-	-	-	-	-	-	2
Total Maintenance	-	-	2	-	-	-	-	-	-	-	-	2

## East Valley Travel Monitoring

Project #: TS173 / 70080173

### Project Description:

Install Anonymous Re-identification Devices (ARID) at 27 locations in Gilbert to facilitate the calculation of arterial travel times in the East Valley. ARID devices will be installed in approximately one-mile increments in existing traffic signal control cabinets along Guadalupe, Elliot, Warner, McQueen, Cooper, Gilbert, Lindsay and Val Vista. The travel time data will be reported to a regional website that broadcast traveler information. This project is a multi-jurisdictional project with the City of Mesa, City of Chandler and City of Tempe, with the City of Mesa being the lead agency.

### Financial Information:

- Gilbert was awarded \$214,351 in Congestion Management and Air Quality (CMAQ) funding to participate in a multi-jurisdictional project with the City of Mesa, City of Chandler and City of Tempe.
- Project has been accepted by MAG and is shown in Mesa's Transportation Improvement Plan.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	Beyond 10 Years	Total
Construction	-	-	228	-	-	-	-	-	-	228
Construction Mgmt	-	-	29	-	-	-	-	-	-	29
Professional Services	-	38	-	-	-	-	-	-	-	38
Total Expenses	-	38	257	-	-	-	-	-	-	295

### Sources (1,000s)

Federal Grant	-	-	214	-	-	-	-	-	-	214
Streets Fund	-	38	43	-	-	-	-	-	-	81
Total Sources	-	38	257	-	-	-	-	-	-	295

### Maintenance Costs (1,000s)

Supplies	-	-	-	2	-	-	-	-	-	2
Total Maintenance	-	-	-	2	-	-	-	-	-	2

## Advanced Detection Safety Improvement

Project #: TS174 / 70080174

### Project Description:

The project will implement advanced detection at intersections that have correctable personal injury crashes and at intersections that will have operation benefit with advanced detection. By detecting the flow of traffic in real-time, the signal controller can transition right-of-way such that fewer drivers are caught within dilemma zones. Reduction in severity crashes is estimated at 39% by the Federal Highway Administration.

### Financial Information:

- Maintenance costs in FY2018 and in Years 6-10 are based on replacing two systems that are out of warranty.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction Mgmt	-	-	5	5	5	5	25	-	-	45
Equipment & Furniture	-	-	160	160	160	160	800	-	-	1,440
Total Expenses	-	-	165	165	165	165	825	-	-	1,485

### Sources (1,000s)

Signal SDF	-	-	165	165	165	165	825	-	-	1,485
Total Sources	-	-	165	165	165	165	825	-	-	1,485

### Maintenance Costs (1,000s)

Supplies	-	-	-	-	-	15	-	15	-	30
Total Maintenance	-	-	-	-	-	15	-	15	-	30

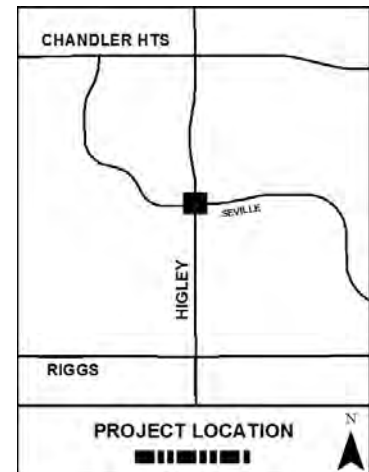
## Higley and Seville

Project #: TS176 / 70080176

### Project Description:

Design and installation of an arterial traffic signal at the intersection of Higley Road and Seville Boulevard and connection to the traffic signal system.

### Financial Information:



This project is 100% funded through Traffic Signal SDFs. The project is required to support growth within the community.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	260	-	-	-	-	-	-	-	260
Construction Mgmt	-	10	-	-	-	-	-	-	-	10
Equipment & Furniture	-	25	-	-	-	-	-	-	-	25
Professional Services	-	30	-	-	-	-	-	-	-	30
Total Expenses	-	325	-	-	-	-	-	-	-	325

### Sources (1,000s)

Signal SDF	-	325	-	-	-	-	-	-	-	325
Total Sources	-	325	-	-	-	-	-	-	-	325

### Maintenance Costs (1,000s)

Supplies	-	-	2	-	-	-	-	-	-	2
Utilities	-	-	2	-	-	-	-	-	-	2
Total Maintenance	-	-	4	-	-	-	-	-	-	4

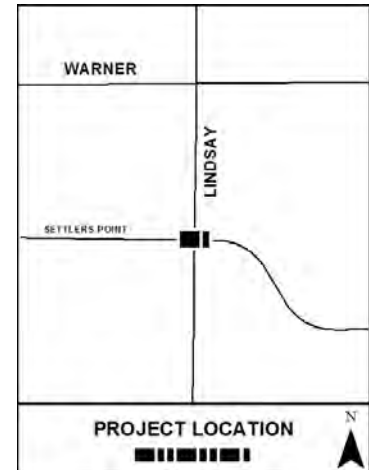
## Lindsay and Settlers Point

Project #: TS177 / 70080177

### Project Description:

Design and installation of arterial traffic signal at the intersection of Lindsay Road and Settlers Point Drive and connection to the traffic signal system.

### Financial Information:



This project is 100% funded through Traffic Signal SDFs. The project is required to support growth within the community.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	Beyond 10 Years	Total
Construction	-	260	-	-	-	-	-	-	-	260
Construction Mgmt	-	10	-	-	-	-	-	-	-	10
Equipment & Furniture	-	25	-	-	-	-	-	-	-	25
Professional Services	-	30	-	-	-	-	-	-	-	30
Total Expenses	-	325	-	-	-	-	-	-	-	325

### Sources (1,000s)

Signal SDF	-	325	-	-	-	-	-	-	-	325
Total Sources	-	325	-	-	-	-	-	-	-	325

### Maintenance Costs (1,000s)

Supplies	-	-	2	-	-	-	-	-	-	2
Utilities	-	-	2	-	-	-	-	-	-	2
Total Maintenance	-	-	4	-	-	-	-	-	-	4

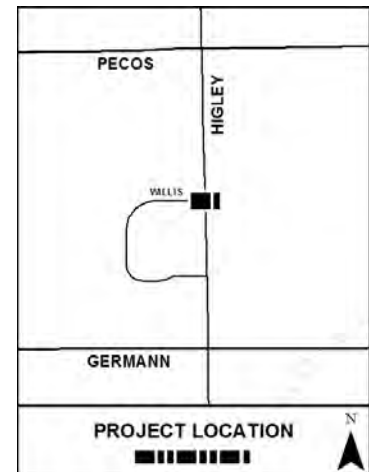
## Higley and Willis/Portola Valley

Project #: TS178 / 70080178

### Project Description:

Design and installation of an arterial traffic signal at the intersection of Higley Road and Willis Road/Portola Valley Drive and connection to the traffic signal system.

### Financial Information:



This project is 100% funded through Traffic Signal SDFs. The project is required to support growth within the community.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	260	-	-	-	-	-	-	-	260
Construction Mgmt	-	10	-	-	-	-	-	-	-	10
Equipment & Furniture	-	25	-	-	-	-	-	-	-	25
Professional Services	-	30	-	-	-	-	-	-	-	30
Total Expenses	-	325	-	-	-	-	-	-	-	325

### Sources (1,000s)

Signal SDF	-	325	-	-	-	-	-	-	-	325
Total Sources	-	325	-	-	-	-	-	-	-	325

### Maintenance Costs (1,000s)

Supplies	-	-	2	-	-	-	-	-	-	2
Utilities	-	-	2	-	-	-	-	-	-	2
Total Maintenance	-	-	4	-	-	-	-	-	-	4

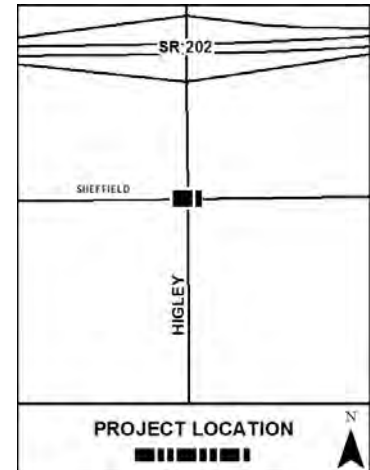
## Higley and Agritopia Loop

Project #: TS179 / 70080179

### Project Description:

Design and installation of an arterial traffic signal at the intersection of Higley Road and Agritopia Loop and connection to the traffic signal system.

### Financial Information:



This project is 100% funded through Traffic Signal SDFs. The project is required to support growth within the community.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	Beyond 10 Years	Total
Construction	-	260	-	-	-	-	-	-	-	260
Construction Mgmt	-	10	-	-	-	-	-	-	-	10
Equipment & Furniture	-	25	-	-	-	-	-	-	-	25
Professional Services	-	30	-	-	-	-	-	-	-	30
Total Expenses	-	325	-	-	-	-	-	-	-	325

### Sources (1,000s)

Signal SDF	-	325	-	-	-	-	-	-	-	325
Total Sources	-	325	-	-	-	-	-	-	-	325

### Maintenance Costs (1,000s)

Supplies	-	-	2	-	-	-	-	-	-	2
Utilities	-	-	2	-	-	-	-	-	-	2
Total Maintenance	-	-	4	-	-	-	-	-	-	4



## Baseline and Quinn - PROJECT CLOSED PER BRIAN 02/05/15

Project #: TS180 / 70080180

### Project Description:

Design and installation of arterial traffic signal at the intersection of Baseline Road and Quinn Drive and connection to the traffic signal system.

### Financial Information:



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	10 Years	Total
Construction	-	212	-	-	-	-	-	-	-	212
Equipment & Furniture	55	3	-	-	-	-	-	-	-	58
Professional Services	22	8	-	-	-	-	-	-	-	30
Total Expenses	77	223	-	-	-	-	-	-	-	300

### Sources (1,000s)

Streets Fund	77	223	-	-	-	-	-	-	-	300
Total Sources	77	223	-	-	-	-	-	-	-	300

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Power Road and Verona Avenue

Project #: TS181 /

### Project Description:



Design and installation of a three-legged arterial traffic signal at the intersection of Power Road and Verona Avenue. Based on the shared border traffic signal IGA, the City of Mesa will reimburse the Town of Gilbert 1/3 of the cost of design and construction of the traffic signal upon completion of the project.

### Financial Information:

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Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction Mgmt	-	5	-	-	-	-	-	-	-	5
Professional Services	-	36	-	-	-	-	-	-	-	36
Total Expenses	-	41	-	-	-	-	-	-	-	41

### Sources (1,000s)

Streets Fund	-	41	-	-	-	-	-	-	-	41
Total Sources	-	41	-	-	-	-	-	-	-	41

### Maintenance Costs (1,000s)

Supplies	-	-	2	-	-	-	-	-	-	2
Utilities	-	-	2	-	-	-	-	-	-	2
Total Maintenance	-	-	4	-	-	-	-	-	-	4

## Williams Field and Palomino Creek

Project #: TSNEW1 /

### Project Description:



Design and construction of a traffic signal at the intersection of Williams Field Road and Palomino Creek Drive, and connection to the signal system. This is a TSMIN project, signals funded by developer fees, and should be constructed in FY16 based on a signal warrant analysis.

### Financial Information:

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Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	371	-	-	-	-	-	-	371
Construction Mgmt	-	-	7	-	-	-	-	-	-	7
Professional Services	-	-	31	-	-	-	-	-	-	31
Total Expenses	-	-	409	-	-	-	-	-	-	409

### Sources (1,000s)

Signal SDF	-	-	409	-	-	-	-	-	-	409
Total Sources	-	-	409	-	-	-	-	-	-	409

### Maintenance Costs (1,000s)

Supplies	-	-	-	2	-	-	-	-	-	2
Total Maintenance	-	-	-	2	-	-	-	-	-	2

## Queen Creek and 156th Street

Project #: TSNEW2 /

### Project Description:



Design and construction of a traffic signal at the intersection of Queen Creek Road and 156th Street, and connection to the signal system. This proposed new signal is scheduled for FY16 based on a traffic engineering study. This intersection is adjacent to Perry High School and Chandler Unified School District has expressed their interest in having this signal installed. Conduits for the signal wiring will not be included in the scope of this project as it has previously been installed.

### Financial Information:

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Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	351	-	-	-	-	-	-	351
Construction Mgmt	-	-	7	-	-	-	-	-	-	7
Professional Services	-	-	31	-	-	-	-	-	-	31
Total Expenses	-	-	389	-	-	-	-	-	-	389

### Sources (1,000s)

Signal SDF	-	-	389	-	-	-	-	-	-	389
Total Sources	-	-	389	-	-	-	-	-	-	389

### Maintenance Costs (1,000s)

Supplies	-	-	-	2	-	-	-	-	-	2
Total Maintenance	-	-	-	2	-	-	-	-	-	2

## Well, 2 MG Reservoir and Pump Station

Project #: WA027 / 70090027

### Project Description:

Design and construct a two million gallon in ground reservoir, and pump station. Design and drill a two million gallon per day well to fill reservoir. Reservoir to be located near E. Galveston and Recker Rds.

### Financial Information:

- Three-acre site dedicated as part of development. Well adds 2.0 MGD of capacity to the system, which equates to a total of 3,051 additional Equivalent Residential Units (ERUs).
- Includes an additional \$2,000,000 for arsenic treatment, if necessary.
- Maintenance costs are currently being evaluated for inclusion in the FY2016 Capital Improvement Plan.
- This project is anticipated to be completed in FY2020.



This project is 100% funded through Water SDFs. Project expands the system necessary to support new growth in the community.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	-	-	8,500	-	-	8,500
Construction Mgmt	-	-	-	-	-	-	850	-	-	850
Land/ROW	3	897	-	-	-	-	-	-	-	900
Professional Services	1	-	-	-	-	-	1,190	-	-	1,191
Total Expenses	4	897	-	-	-	-	10,540	-	-	11,441

### Sources (1,000s)

Water SDF	4	897	-	-	-	-	10,540	-	-	11,441
Total Sources	4	897	-	-	-	-	10,540	-	-	11,441

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Water Rights - Phase I

Project #: WA052 / 70090052

### Project Description:

Acquisition of water rights (lease) for 11,640 acre-feet of water.

### Financial Information:

- Project adds one-year leases of water rights from the San Carlos Apache Tribe, and the Fort McDowell Yavapai Nation.
- Each year these water rights will be stored as Long-term Storage Credits for the Town's Assured Water Supply (AWS) and drought preparedness.
- There are no maintenance costs associated with the acquisition of the water rights.



This project is 100% funded through Water Resource SDFs. Project expands Gilbert's water rights necessary to support new growth in the community.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Land/ROW	37,359	4,291	2,300	-	-	-	-	-	-	43,950
Total Expenses	37,359	4,291	2,300	-	-	-	-	-	-	43,950

### Sources (1,000s)

Water Resources SDF	37,359	4,291	2,300	-	-	-	-	-	-	43,950
Total Sources	37,359	4,291	2,300	-	-	-	-	-	-	43,950

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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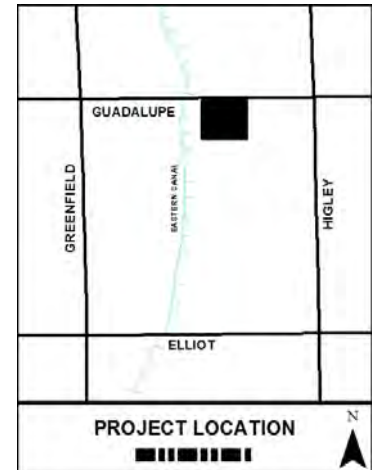
## North WTP Chlorine Conversion

Project #: WA055 / 70090055

### Project Description:

A study will be completed in FY2015 to determine an appropriate solution for the existing chlorine feed system. When a solution is identified, the project will be updated based on the new scope and maintenance costs will be included if necessary.

### Financial Information:



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	-	-	-	3,160	-	3,160
Construction Mgmt	-	-	-	-	395	-	-	-	-	395
Professional Services	-	100	-	342	-	-	-	-	-	442
Total Expenses	-	100	-	342	395	-	-	3,160	-	3,997

### Sources (1,000s)

Water Fund	-	100	-	342	395	-	-	3,160	-	3,997
Total Sources	-	100	-	342	395	-	-	3,160	-	3,997

### Maintenance Costs (1,000s)

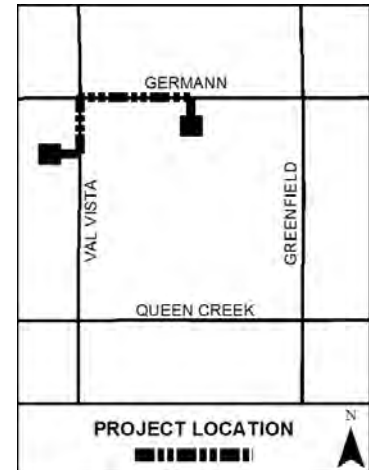
Supplies	-	-	-	-	-	-	-	30	-	30
Total Maintenance	-	-	-	-	-	-	-	30	-	30

## Reservoir, Pump Station and Well Conversion

Project #: WA062 / 70090062

### Project Description:

Design and construct a 2 million gallon in ground reservoir and pump station, and equipping of a previously drilled well 30 to feed the reservoir. Also requires approximately 2,700 feet of 16" waterline along Germann. Currently Well 29 is already piped to the area where the reservoir is to be built and is using this area as retention to flush to waste in order to meet EPA Nitrate MCL levels. We will possibly need a county approved blending plan, as both well 29 and well 30 will be filling the reservoir.



### Financial Information:

- Two and one-half acre site reserved as part of property acquired under project PR076
- Refer to study done under well drilling project WA078 for basis of design and water quality information.
- The initial phase of this project was funded through Water SDFs.
- This project is anticipated to be completed in FY2017.

This project is 100% funded through Water SDF backed bond funds, and is partially offset by Water fund. Project expands the system necessary to support new growth in the community.

Expenses: (1,000s)	Prior Years									Beyond		Total
		2015	2016	2017	2018	2019	2020	6-10 years	10 Years			
Construction	-	-	-	9,975	-	-	-	-	-	-	-	9,975
Construction Mgmt	15	-	-	1,247	-	-	-	-	-	-	-	1,262
Land/ROW	900	-	-	-	-	-	-	-	-	-	-	900
Professional Services	1	-	-	1,397	-	-	-	-	-	-	-	1,398
<b>Total Expenses</b>	<b>916</b>	<b>-</b>	<b>-</b>	<b>12,619</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>13,535</b>

### Sources (1,000s)

Water SDF	916	-	-	-	-	-	-	-	-	-	-	916
WRMPC-Future Bonds	-	-	-	12,619	-	-	-	-	-	-	-	12,619
<b>Total Sources</b>	<b>916</b>	<b>-</b>	<b>-</b>	<b>12,619</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>13,535</b>

### Maintenance Costs (1,000s)

Supplies	-	-	-	-	96	-	-	-	-	-	-	96
<b>Total Maintenance</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>96</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>96</b>



## Meadows 12" Water Main

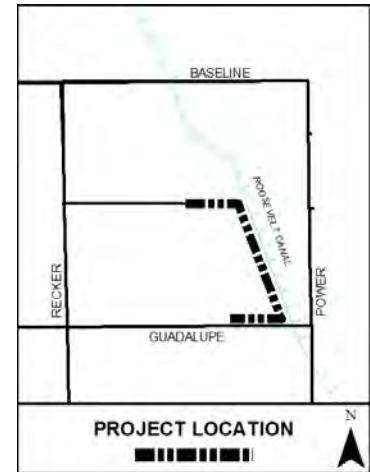
Project #: WA066 / 70090066

### Project Description:

Design and construction of approx. 2800 LF of 12" water main from Meadows east in the Houston Avenue alignment to the East Maricopa Floodway right-of-way and south to Guadalupe. This project completes a loop in the water distribution system.

### Financial Information:

- Alignment to be coordinated with Roosevelt Water Conservation District and the Flood Control District of Maricopa County.
- Professional services and construction management estimated at 17.5% and 12.5% of construction respectively due to small size of project with significant permit and right-of-way coordination effort.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	1,000	-	-	-	-	-	-	-	1,000
Construction Mgmt	-	125	-	-	-	-	-	-	-	125
Land/ROW	-	450	-	-	-	-	-	-	-	450
Professional Services	-	175	-	-	-	-	-	-	-	175
Total Expenses	-	1,750	-	-	-	-	-	-	-	1,750

### Sources (1,000s)

Water Fund	-	1,750	-	-	-	-	-	-	-	1,750
Total Sources	-	1,750	-	-	-	-	-	-	-	1,750

### Maintenance Costs (1,000s)

Contractual Services	-	-	1	-	-	-	-	-	-	1
Total Maintenance	-	-	1	-	-	-	-	-	-	1

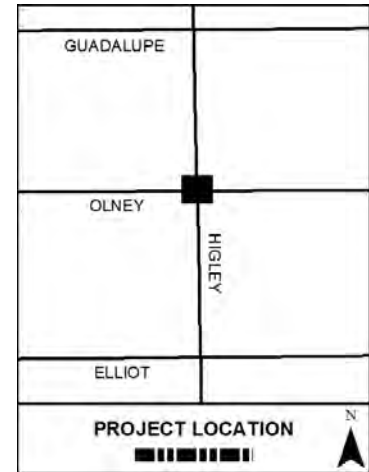
## Zone 2 to Zone 4 Interconnect

Project #: WA067 / 70090067

### Project Description:

Installation of valves and piping to tie back-feed into Turner Ranch Reservoir into Zone 2 of the water distribution system at the 30" line in Higley Road near Olney Avenue. This will allow Zone 4 to utilize Central Arizona Project water which is off-project.

### Financial Information:



This project is 100% funded through Water SDF backed bond funds. Project expands the system necessary to support new growth in the community.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	638	-	-	-	-	638
Construction Mgmt	-	-	-	-	80	-	-	-	-	80
Professional Services	-	-	-	-	90	-	-	-	-	90
Total Expenses	-	-	-	-	808	-	-	-	-	808

### Sources (1,000s)

Water SDF	-	-	-	-	808	-	-	-	-	808
Total Sources	-	-	-	-	808	-	-	-	-	808

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Santan Vista Water Treatment Plant - Phase II

Project #: WA070 / 70090070

### Project Description:

Phase II improvements will expand the SVWTP to an ultimate capacity of 48 million gallon per day. Gilbert will have 12 million gallon per day of the additional 24 million gallon per day capacity being added. The plant is a joint facility with the City of Chandler. Project to be completed using the Construction Manager at Risk project delivery method.

### Financial Information:

- IGA is with the City of Chandler. Gilbert is the lead agency and operates the plant.
- The project adds 12 MGD of capacity to the system, which equates to a total of 18,306 additional Equivalent Residential Units (ERUs).
- Project scope and priority is in coordination with the 2012 Integrated Water Resources Master Plan.
- The operating and maintenance costs are to be split 50% Gilbert and 50% Chandler. Gilbert's share includes 12 additional full time employees. Costs shown are for Gilbert's portion.



This project is funded through Water SDF backed bond funds partially offset with Water fund. Total project costs, however, are offset by 50% from the City of Chandler. See Financial Information for additional information.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	14,860	42,840	14,280	-	-	-	-	71,980
Construction Mgmt	-	58	1,070	2,880	910	-	-	-	-	4,918
Professional Services	-	600	4,250	-	-	-	-	-	-	4,850
Total Expenses	-	658	20,180	45,720	15,190	-	-	-	-	81,748

### Sources (1,000s)

City of Chandler	-	-	10,090	22,860	7,595	-	-	-	-	40,545
Water Fund	-	658	-	-	-	-	-	-	-	658
WRMPC-Future Bonds	-	-	10,090	22,860	7,595	-	-	-	-	40,545
Total Sources	-	658	20,180	45,720	15,190	-	-	-	-	81,748

### Maintenance Costs (1,000s)

Personnel	-	-	-	-	-	764	-	-	-	764
Supplies	-	-	-	-	-	840	-	-	-	840
Utilities	-	-	-	-	-	380	-	-	-	380
Total Maintenance	-	-	-	-	-	1,984	-	-	-	1,984

## Ray - Recker Direct System Well

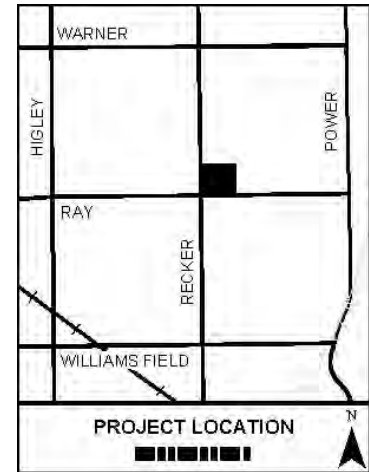
Project #: WA071 / 70090071

### Project Description:

Design, construct/convert two million gallon per day well located on the NE corner of Ray and Recker roads. The Town has purchased an existing irrigation well from RWCD and depending on the water quality this can be converted to a direct to system pumping well or piped approximately 1320 feet west and hooked up to existing pipe at S. 174th St. This existing pipe is routed to an existing reservoir site where water quality issues can be addressed.

### Financial Information:

- Well adds two million gallon per day of capacity to the system, which equates to a total of 3,051 additional Equivalent Residential Units (ERUs).
- Includes an additional \$2,000,000 for arsenic treatment, if necessary.
- Costs shown in prior years represent site acquisition paid directly by water system development fees.
- Maintenance costs are currently being evaluated for inclusion in the FY2016 Capital Improvement Plan.



This project is 100% funded through Water SDFs. Project expands the system necessary to support new growth in the community.

Expenses: (1,000s)	Prior Years									Beyond		Total
		2015	2016	2017	2018	2019	2020	6-10 years	10 Years			
Construction	-	-	-	-	-	4,750	-	-	-	-	-	4,750
Construction Mgmt	6	-	-	-	-	584	-	-	-	-	-	590
Land/ROW	439	-	-	-	-	-	-	-	-	-	-	439
Professional Services	11	-	-	-	-	654	-	-	-	-	-	665
<b>Total Expenses</b>	<b>456</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>5,988</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>6,444</b>

### Sources (1,000s)

Water SDF	456	-	-	-	-	5,988	-	-	-	-	-	6,444
<b>Total Sources</b>	<b>456</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>5,988</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>6,444</b>

### Maintenance Costs (1,000s)

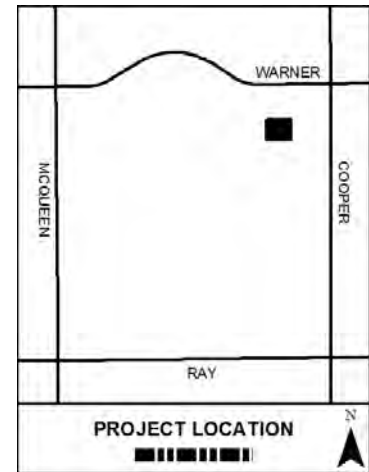
Total Maintenance	-	-	-	-	-	-	-	-	-	-	-	-
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## Reservoir #7 Tank Replacement and Site Improvement

Project #: WA074 / 70090074

### Project Description:

Reservoir #7 is an above ground steel tank installed in 1985. An inspection of the tank in FY2009 considered possible rehabilitation measures, with a final recommendation for complete replacement of the tank. With considerations given to the pump curves not meeting current requirements, the obsolete drives and controls, the discharge header and the chlorine system not capable of matching our current process demands put into effect as a result of new more stringent EPA water quality regulations. The scope of this CIP includes a new recessed concrete reservoir with detached wet well, new discharge manifold, including valves, pressure gauges, and flow meter. It also includes a new chlorinator with variable frequency drives capable of feeding chlorine to multiple points, including Well discharge, booster discharge, and backfill. Replacement of the PLC with an Allen Bradley PLC and replacement of the nonoperational surge tank with a surge anticipator. This project design is currently underway and at the 30% design review stage.



### Financial Information:

- Prior year costs are for scope assessment.
- Professional Services costs have been reduced to 12.5% reflecting the unique aspects of the project scope.
- Maintenance costs are included in the current operating budget.

This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	10 Years	Total
Construction	-	5,527	-	-	-	-	-	-	-	5,527
Construction Mgmt	25	311	-	-	-	-	-	-	-	336
Land/ROW	13	-	-	-	-	-	-	-	-	13
Professional Services	391	279	-	-	-	-	-	-	-	670
Total Expenses	429	6,117	-	-	-	-	-	-	-	6,546

### Sources (1,000s)

Water Fund	14	-	-	-	-	-	-	-	-	14
Water Replacement Fund	415	6,117	-	-	-	-	-	-	-	6,532
Total Sources	429	6,117	-	-	-	-	-	-	-	6,546

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Direct System Well

Project #: WA081 / 70090081

### Project Description:

Design and construction of a two million gallon per day direct system well. Well will be located in the system where required by demand. Site area minimum size is 125' X 125.'

### Financial Information:

- Well adds two million gallon per day of capacity to the system, which equates to a total of 3,051 additional Equivalent Residential Units (ERUs).
- Includes an additional \$2,000,000 for arsenic treatment, if necessary.
- Maintenance costs are currently being evaluated for inclusion in the FY2016 Capital Improvement Program.
- This project is anticipated to be completed by FY2022.



This project is 100% funded through Water SDFs. Project expands the system necessary to support new growth in the community.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	10 Years	Total
Construction	-	-	-	-	-	-	-	4,407	-	4,407
Construction Mgmt	2	-	-	-	-	-	-	548	-	550
Land/ROW	-	-	-	-	-	-	-	250	-	250
Professional Services	-	-	-	-	-	-	-	617	-	617
Total Expenses	2	-	-	-	-	-	-	5,822	-	5,824

### Sources (1,000s)

Water SDF	2	-	-	-	-	-	-	5,822	-	5,824
Total Sources	2	-	-	-	-	-	-	5,822	-	5,824

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Water Rights - WMA Settlement

Project #: WA083 / 70090083

### Project Description:

Payment for existing Central Arizona Project water rights due to White Mountain Apache Tribe water rights settlement. This project will result in a net increase in water rights available to the Town of Gilbert of 1,013 Acre-feet. Execution of this agreement is contingent upon congressional action approving the agreement. One Acre-foot of water is equal to 325,851 gallons of water.

### Financial Information:

- Settlement amount is increased annually by the Consumer Price Index inflation amount per terms of the settlement.
- There are no maintenance costs associated with the acquisition of the water rights.
- 1,013 acre feet is to support future growth and is eligible for the collection of system development fees.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Land/ROW	-	10,048	-	11,700	-	-	-	-	-	21,748
Total Expenses	-	10,048	-	11,700	-	-	-	-	-	21,748

### Sources (1,000s)

Water Fund	-	10,048	-	11,700	-	-	-	-	-	21,748
Total Sources	-	10,048	-	11,700	-	-	-	-	-	21,748

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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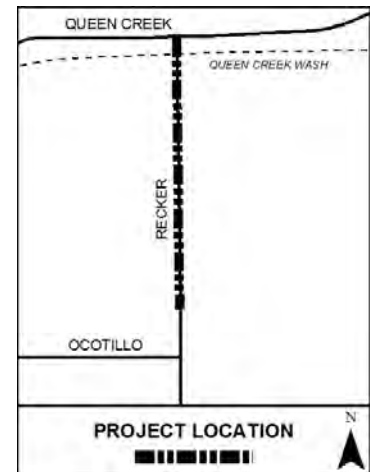
## Well Blending Pipeline

Project #: WA087 / 70090087

### Project Description:

Scope update to complete project: Install nitrate monitoring equipment at Well 20 reservoir and Well 22. Integrate into PLC programs and plant SCADA system. Coordinate with the county for NSA (new source approval) and AOPP (Approval of Proposed Plan) for a blending system. Install sound enclosure over well to reduce noise to new housing development.

Well 22 and the new well on Recker near Ocotillo experience high nitrate levels on a recurring basis requiring flushing. To prevent potential wasted water, a pipeline to carry the well water to a reservoir for blending with water from other sources is desired. Project will disconnect Well 22 from the system, and install approximately 3500' of 16" pipe to connect to the existing 20" fill line to the Well 20 reservoir site in Queen Creek Road to both wells. Will also install a discharge into Queen Creek Wash for flushing Well 22 when necessary.



### Financial Information:

- Coordinate with project WA080.
- Project scope and priority is in coordination with the 2012 Integrated Water Resources Master Plan.
- Requires coordination with Arizona Department of Environmental Quality for discharge permit.

This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years									Beyond		Total
		2015	2016	2017	2018	2019	2020	6-10 years	10 Years			
Construction	496	163	-	-	-	-	-	-	-	-	-	659
Construction Mgmt	71	6	-	-	-	-	-	-	-	-	-	77
Professional Services	94	-	-	-	-	-	-	-	-	-	-	94
Total Expenses	661	169	-	-	-	-	-	-	-	-	-	830

### Sources (1,000s)

Water Fund	661	169	-	-	-	-	-	-	-	-	-	830
Total Sources	661	169	-	-	-	-	-	-	-	-	-	830

### Maintenance Costs (1,000s)

Contractual Services	-	-	1	-	-	-	-	-	-	-	-	1
Total Maintenance	-	-	1	-	-	-	-	-	-	-	-	1



## Trend Homes Direct System Well Conversion

Project #: WA088 / 70090088

### Project Description:

Design and construct a two million gallon per day well conversion from an existing irrigation use to a direct to system well. Extend Zone 4 to the 202 Freeway. This requires the addition of approximately 1 mile of 16" water line and to inter connect with an existing 16" water line at Warner and Recker roads. Service taps may also need to be changed to provide water from Zone 4 versus Zone 2. This will help improve water quality problems in zone 4 by reducing water age and introducing ground water to reduce organics during peak trihalomethane production periods.



### Financial Information:

- An existing irrigation well was purchased in prior years, funded directly through Water SDF.
- Well adds 2.0 MGD of capacity to the system, which equates to a total of 3,051 additional Equivalent Residential Units (ERUs).
- Costs shown in prior years are for legal and staff services to complete agreements with affected homeowner's association.

This project is 100% funded through Water SDF backed bond funds. Project expands the system necessary to support new growth in the community.

Expenses: (1,000s)	Prior Years									Beyond		Total
		2015	2016	2017	2018	2019	2020	6-10 years	10 Years			
Construction	-	-	-	-	2,625	-	-	-	-	-	-	2,625
Construction Mgmt	14	-	-	-	315	-	-	-	-	-	-	329
Land/ROW	633	-	-	-	-	-	-	-	-	-	-	633
Professional Services	12	-	-	277	-	-	-	-	-	-	-	289
Total Expenses	659	-	-	277	2,940	-	-	-	-	-	-	3,876

### Sources (1,000s)

Water SDF	646	-	-	-	-	-	-	-	-	-	-	646
WRMPC-2007 Bonds	13	-	-	-	-	-	-	-	-	-	-	13
WRMPC-Future Bonds	-	-	-	277	2,940	-	-	-	-	-	-	3,217
Total Sources	659	-	-	277	2,940	-	-	-	-	-	-	3,876

### Maintenance Costs (1,000s)

Supplies	-	-	-	-	-	65	-	-	-	-	-	65
Total Maintenance	-	-	-	-	-	65	-	-	-	-	-	65

## Reservoir #3 Tank Replacement and Site Improvement

Project #: WA089 / 70090089

### Project Description:

Reservoir #3 is an above ground one million gallon per day steel tank. The initial assessment is for replacement of the tank with a new above ground steel tank. With the new above ground steel tank, replace obsolete programmable logic controller with our standard Allen Bradley PLC, replace nonoperational surge tank with surge anticipation valve, and replace chain link perimeter fence with 8 foot high block wall to meet new security requirements. A new chlorinator with variable frequency drives capable of feeding chlorine to multiple points, including well discharge and booster discharge will be added. In addition to this, an air stripper will be added. The combination of these additions will aid us in developing our process to meet the more stringent Environmental Protection Agency water quality demands. All demolition has been complete and the new designed system has completed the 95% review stage.



### Financial Information:

- Funds shown in prior years are for a condition assessment of the tank, scope and costs to be finalized based on assessment.
- Maintenance costs are included in the current operating budget.

This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	1,279	1,030	-	-	-	-	-	-	-	2,309
Construction Mgmt	134	51	-	-	-	-	-	-	-	185
Professional Services	341	130	-	-	-	-	-	-	-	471
Total Expenses	1,754	1,211	-	-	-	-	-	-	-	2,965

### Sources (1,000s)

Water Fund	218	-	-	-	-	-	-	-	-	218
Water Replacement Fund	1,536	1,211	-	-	-	-	-	-	-	2,747
Total Sources	1,754	1,211	-	-	-	-	-	-	-	2,965

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Well Site Upgrades at Various Sites

Project #: WA093 / 70090093

### Project Description:

#### Booster Site 5

Replace 16" discharge manifold, valves and piping leaving the site to distribution pipe north of site block wall.

Install new valves on both sides of distribution tee.

Pull all three vertical turbine pumps and motors to replace bearings and worn parts.

Upgrade electrical controls and motor starters to RVS.

\* Upgrade RTU/plc to AB RSlogix 5000

Reprogram site to run pumps off of PID loop based off pressure set point.

Add 12" surge anticipator.

Replace backfill piping, valves and control valve. Move above grade and demo vault.

Route backfill line to top of tank and run TTHM stripping nozzles.

Separate Well fill and discharge piping. Plumb well to reservoir to allow for tank mixing action.

Replace existing utility backup generator.

Remove nonfunctional surge tank.

Clean out and inspect tank.

#### Booster site 8

Replace discharge manifold, remove direct to system pumping capabilities.

\* Update RTU/plc and controls to AB RSlogix 5000

#### Booster site 12

Replace entire discharge manifold.

\* Update RTU/plc and controls to AB RSlogix 5000

#### Booster site 14

1. Replace electrical controls and well RVS.

2. \* Update RTU/plc and controls to AB RSlogix 5000



### Financial Information:

This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years									Beyond		Total
		2015	2016	2017	2018	2019	2020	6-10 years	10 Years			
Construction	532	1,249	512	-	-	-	-	-	-	-	-	2,293
Construction Mgmt	-	150	-	-	-	-	-	-	-	-	-	150
Professional Services	24	186	-	-	-	-	-	-	-	-	-	210
Total Expenses	556	1,585	512	-	-	-	-	-	-	-	-	2,653

#### Sources (1,000s)

Water Fund	556	1,585	512	-	-	-	-	-	-	-	-	2,653
Total Sources	556	1,585	512	-	-	-	-	-	-	-	-	2,653

#### Maintenance Costs (1,000s)

Supplies	-	-	15	-	-	-	-	-	-	-	-	15
Total Maintenance	-	-	15	-	-	-	-	-	-	-	-	15

## Water Rights - Phase II

Project #: WA094 / 70090094

### Project Description:

Acquisition of water rights (lease) for 8,360 acre-feet of water. This project adds 8,360 acre-feet of water rights to the system, which equates to a total of 19,122 additional Equivalent Residential Units (ERUs).

### Financial Information:

- Anticipated cost of surface water rights is \$3,500 per acre foot.
- This project is anticipated to be completed between FY2016-21.



This project is 100% supported through Water Resource SDF backed bond funds. Project expands Gilbert's water rights necessary to support new growth in the community.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Land/ROW	-	-	2,600	14,400	2,500	10,000	2,352	-	-	31,852
Total Expenses	-	-	2,600	14,400	2,500	10,000	2,352	-	-	31,852

### Sources (1,000s)

Water Resources SDF	-	-	2,600	2,400	2,500	-	-	-	-	7,500
WRMPC-Future Bonds	-	-	-	12,000	-	10,000	2,352	-	-	24,352
Total Sources	-	-	2,600	14,400	2,500	10,000	2,352	-	-	31,852

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Arsenic Treatment Facility Relocation

Project #: WA097 / 70090097

### Project Description:

Move arsenic treatment facility from Well Site 26 located at 5539 E. Baseline Road to Well Site 28 located at 2820 E. Riggs Road

### Financial Information:

- Maintenance costs are included in the current operating budget.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	10	685	-	-	-	-	-	-	-	695
Construction Mgmt	38	107	-	-	-	-	-	-	-	145
Equipment & Furniture	-	50	-	-	-	-	-	-	-	50
Professional Services	64	46	-	-	-	-	-	-	-	110
Total Expenses	112	888	-	-	-	-	-	-	-	1,000

### Sources (1,000s)

Water Fund	112	888	-	-	-	-	-	-	-	1,000
Total Sources	112	888	-	-	-	-	-	-	-	1,000

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## San Carlos Apache Tribe 100 Year Water Rights Lease

Project #: WA098 / 70090098

### Project Description:

Purchase of water rights from the San Carlos Apache Tribe for a 100 year lease for the right to receive - each year for 100 years - 5,950 Acre Feet of Water. One Acre-Foot of Water is equal to 325,851 gallons of water.

### Financial Information:



This project is 100% supported through Water Resource SDFs. Project expands Gilbert's water rights necessary to support new growth in the community.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Land/ROW	-	-	-	11,000	-	-	-	-	-	11,000
Total Expenses	-	-	-	11,000	-	-	-	-	-	11,000

### Sources (1,000s)

Water Resources SDF	-	-	-	11,000	-	-	-	-	-	11,000
Total Sources	-	-	-	11,000	-	-	-	-	-	11,000

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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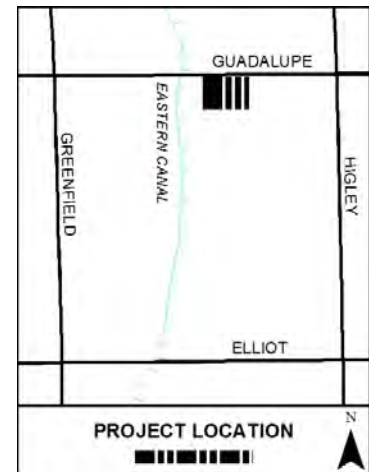
## NWTP - Chemical Line Containment

Project #: WA099 / 70090099

### Project Description:

Design and replacement of all chemical lines at the North Water Treatment Plant, with approximately 850 lineal feet of double containment chemical lines.

### Financial Information:



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	290	410	-	-	-	-	-	-	700
Construction Mgmt	-	36	15	-	-	-	-	-	-	51
Professional Services	-	40	50	-	-	-	-	-	-	90
Total Expenses	-	366	475	-	-	-	-	-	-	841

### Sources (1,000s)

Water Fund	-	366	475	-	-	-	-	-	-	841
Total Sources	-	366	475	-	-	-	-	-	-	841

### Maintenance Costs (1,000s)

Contractual Services	-	-	5	-	-	-	-	-	-	5
Supplies	-	-	5	-	-	-	-	-	-	5
Total Maintenance	-	-	10	-	-	-	-	-	-	10

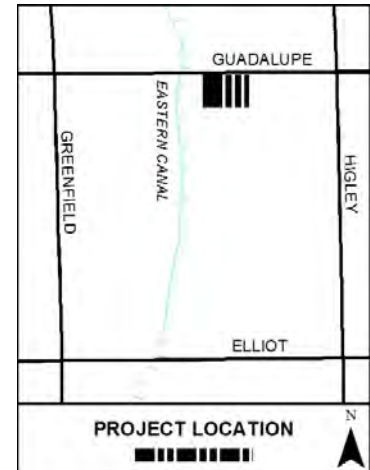
## NWTP - Backwash Pumps

Project #: WA100 / 70090100

### Project Description:

The addition of backwash pumps to the NWTP. Currently the use of head pressure from the effluent channel to clean the filters at the North Water Treatment provides an inefficient and deficient filter backwash. The addition of the pumps will ensure optimal filter performance through thorough backwashing.

### Financial Information:



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	900	-	-	-	-	-	-	900
Construction Mgmt	-	-	112	-	-	-	-	-	-	112
Total Expenses	-	-	1,012	-	-	-	-	-	-	1,012

### Sources (1,000s)

Water Fund	-	-	1,012	-	-	-	-	-	-	1,012
Total Sources	-	-	1,012	-	-	-	-	-	-	1,012

### Maintenance Costs (1,000s)

Contractual Services	-	-	-	25	-	-	-	-	-	25
Total Maintenance	-	-	-	25	-	-	-	-	-	25



## Waterline Extension - McQueen Road/Industrial Park

Project #: WA101 / 70090101

### Project Description:

Provide an approximately 1500' waterline to loop between the 12" waterlines on McQueen and the Orbital business park. The proposed waterline loop will be constructed as originally proposed to support the business park. The waterline loop will provide the necessary redundancy in an area that requires water service 24 hours per day.

### Financial Information:

- Maintenance costs are currently being evaluated for inclusion in the FY2016 Capital Improvement Plan.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	400	-	-	-	-	-	-	-	400
Construction Mgmt	-	508	-	-	-	-	-	-	-	508
Land/ROW	-	100	-	-	-	-	-	-	-	100
Professional Services	-	300	-	-	-	-	-	-	-	300
Total Expenses	-	1,308	-	-	-	-	-	-	-	1,308

### Sources (1,000s)

Water Fund	-	1,308	-	-	-	-	-	-	-	1,308
Total Sources	-	1,308	-	-	-	-	-	-	-	1,308

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Waterline Extension - Desert Lane to San Angelo

Project #: WA102 / 70090102

### Project Description:

Complete approximately 1600 LF of 8" water line loop on Arizona Ave between San Angelo and Desert Ln. Loop is necessary due to separation from the City of Chandler system.

### Financial Information:

- Maintenance costs are currently being evaluated for inclusion in the FY2016 Capital Improvement Plan.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	600	-	-	-	-	-	-	600
Construction Mgmt	-	-	50	-	-	-	-	-	-	50
Land/ROW	-	-	150	-	-	-	-	-	-	150
Professional Services	-	-	75	-	-	-	-	-	-	75
Total Expenses	-	-	875	-	-	-	-	-	-	875

### Sources (1,000s)

Water Fund	-	-	875	-	-	-	-	-	-	875
Total Sources	-	-	875	-	-	-	-	-	-	875

### Maintenance Costs (1,000s)

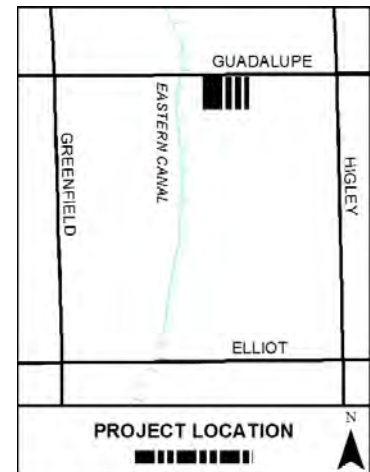
Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## NWTP South Reservoir Roof Replacement

Project #: WA103 / 70090103

### Project Description:

The replacement of the south reservoir roof at the NWTP. The reservoir at the NWTP is made up of two different reservoirs built at different times. The south half was built in 1993 and the roof is nearing the end of its life. The roof is showing signs of wear and will need to be replaced in the future. The reservoir holds seven million gallons of potable water. With the roof off this is the perfect time to add to the baffles in the reservoir so that they connect to the floor. The baffles range from 1' to 2.5' off the floor and this causes short circuiting. Connecting baffles to the floor will improve water quality. Also while the roof is off this is the time to recoat the influent pipe and seal all the joints that are leaking.



### Financial Information:

- Maintenance costs are currently being evaluated for inclusion in the FY2016 Capital Improvement Plan.

This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	550	-	-	-	-	-	-	550
Construction Mgmt	-	-	65	-	-	-	-	-	-	65
Professional Services	-	-	70	-	-	-	-	-	-	70
Total Expenses	-	-	685	-	-	-	-	-	-	685

### Sources (1,000s)

Water Replacement Fund	-	-	685	-	-	-	-	-	-	685
Total Sources	-	-	685	-	-	-	-	-	-	685

### Maintenance Costs (1,000s)

Contractual Services	-	-	-	-	-	-	-	5	-	5
Total Maintenance	-	-	-	-	-	-	-	5	-	5

## Fiesta Tech Radio Expansion

Project #: WA105 / 70090105

### Project Description:

Implementation of drive-by radio reading in business park.

### Financial Information:



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Equipment & Furniture	-	-	115	-	-	-	-	-	-	115
Total Expenses	-	-	115	-	-	-	-	-	-	115

### Sources (1,000s)

Water Fund	-	-	115	-	-	-	-	-	-	115
Total Sources	-	-	115	-	-	-	-	-	-	115

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## NIA Priority CAP Water Acquisition

Project #: WA106 / 70090106

### Project Description:

Gilbert has been informed that Arizona Department of Water Resources (ADWR) has accepted Gilbert's application for an allocation of Non-Indian Agriculture (NIA) Priority Central Arizona Project water; and the ADWR recommended to the U.S. Secretary of the Interior that the Town of Gilbert receive an allocation of 1,832 AF each year dependent upon supply availability.

### Financial Information:

- There is no maintenance costs associated with the acquisition of the water rights.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Land/ROW	-	-	-	600	600	600	600	-	-	2,400
Total Expenses	-	-	-	600	600	600	600	-	-	2,400

### Sources (1,000s)

Water Fund	-	-	-	600	600	600	600	-	-	2,400
Total Sources	-	-	-	600	600	600	600	-	-	2,400

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## NWTP - Finished water pump #10

Project #: WANEW2 /

### Project Description:



This is for the addition of the #10 finished water pump at the NWTP.

### Financial Information:

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	715	-	-	-	-	-	715
Construction Mgmt	-	-	-	125	-	-	-	-	-	125
Equipment & Furniture	-	-	-	715	-	-	-	-	-	715
Professional Services	-	-	-	364	-	-	-	-	-	364
Total Expenses	-	-	-	1,919	-	-	-	-	-	1,919

### Sources (1,000s)

Water Fund	-	-	-	1,919	-	-	-	-	-	1,919
Total Sources	-	-	-	1,919	-	-	-	-	-	1,919

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## NWTP - LLP VFD replacement 2021- LRIP

Project #: WANEW3 /

### Project Description:



Replacement of Variable Frequency Drive's for LLP #1, 2 and soft starts for pumps #3, 7. These replacements are based on the replacement life cycle per industry standards as stated in the LRIP.

### Financial Information:

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Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	200	-	-	-	-	-	200	400
Construction Mgmt	-	-	80	-	-	-	-	-	80	160
Professional Services	-	-	20	-	-	-	-	-	20	40
Total Expenses	-	-	300	-	-	-	-	-	300	600

### Sources (1,000s)

Water Repl Fund	-	-	300	-	-	-	-	-	300	600
Total Sources	-	-	300	-	-	-	-	-	300	600

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## NWTP - Finished water VFD replacement - LRIP

Project #: WANEW4 /

### Project Description:



The replacement of 2 finished water variable frequency drives (#4,1) and 3 soft starts (#5,8,9). These pumps are used to move water out of the NWTP reservoir and to maintain system pressures. This is planned in the LRIP.

### Financial Information:

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Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	820	-	-	-	-	-	820
Construction Mgmt	-	-	-	143	-	-	-	-	-	143
Professional Services	-	-	98	-	-	-	-	-	-	98
Total Expenses	-	-	98	963	-	-	-	-	-	1,061

### Sources (1,000s)

Water Repl Fund	-	-	98	963	-	-	-	-	-	1,061
Total Sources	-	-	98	963	-	-	-	-	-	1,061

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Constellation Way Water Main

Project #: WANEW6 /

### Project Description:



Design and construction of a 12" water main in the Constellation Way (164th St) alignment from Coldwater Blvd south 2400 ft. This project completes a loop in the water distribution system that is needed to service the Adora Trails subdivision.

### Financial Information:

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Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	322	-	-	-	-	-	-	322
Construction Mgmt	-	-	33	-	-	-	-	-	-	33
Professional Services	-	-	34	-	-	-	-	-	-	34
Total Expenses	-	-	389	-	-	-	-	-	-	389

### Sources (1,000s)

Water SDF	-	-	389	-	-	-	-	-	-	389
Total Sources	-	-	389	-	-	-	-	-	-	389

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Reclaimed Water Valve Stations

Project #: WW044 / 70100044

### Project Description:

Design and construction of two pressure reducing valve stations to establish pressure zones in the reclaimed water distribution system. These two valve stations will allow for more efficient pressure management within the reclaimed water distribution system which will aid in meeting customer delivery requirements.

### Financial Information:

- Design was completed in FY2009.
- Coordinate with ST152 on reserving the necessary area.



This project is funded through Wastewater SDFs, partially offset by Wastewater SDF backed bond funds and Wastewater Fund contributions. The project is required to expand the system necessary to support growth within the community.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	10 Years	Total
Construction	-	235	-	628	-	-	-	-	-	863
Construction Mgmt	2	27	-	61	-	-	-	-	-	90
Land/ROW	13	27	-	72	-	-	-	-	-	112
Professional Services	73	8	-	113	-	-	-	-	-	194
Total Expenses	88	297	-	874	-	-	-	-	-	1,259

### Sources (1,000s)

Wastewater Fund	-	297	-	874	-	-	-	-	-	1,171
Wastewater SDF	88	-	-	-	-	-	-	-	-	88
Total Sources	88	297	-	874	-	-	-	-	-	1,259

### Maintenance Costs (1,000s)

Utilities	-	-	-	-	1	-	-	-	-	1
Total Maintenance	-	-	-	-	1	-	-	-	-	1

## Relief Sewers

Project #: WW069 / 70100069

### Project Description:

Design and construction of three parallel relief sewers in 2017-2018 to support the wastewater collection system, to include a 15" parallel sewer line in Orchid lane from Ray road to Lindsay road (0.5 miles in length), an 18" parallel sewer line in Mystic drive/Lago boulevard/Long Meadow from Gilbert road to Hackamore (0.6 miles in length), and a 10" parallel sewer line in Val Vista drive from Elliot to Olney (0.5 miles in length).

Design and construction of three additional parallel relief sewers in beyond 10 years to support the build-out of wastewater collection system to include a 10" parallel sewer line in Houston Avenue from Burk street to Palm street (0.3 miles in length), a 15" parallel sewer line in Warner road from Jacob street to Gilbert road (0.5 miles in length), and a 10" parallel sewer line in Warner road from Greenfield road to Coronado road (0.5 miles in length). Capacity flow monitoring of the existing sewer lines in all of these areas will routinely be conducted and adjustments to the project schedules made based on data collection results.

These relief sewer line projects will provide additional sewer collection system capacity required to properly serve customers within those service areas. The relief sewer line locations outlined above are all specifically referenced in the 2012 Wastewater Master Plan Update as future needs.



### Financial Information:

- Timing of relief sewer construction may be adjusted based on flow monitoring data.

This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	-	4,664	-	-	4,664	9,328
Construction Mgmt	-	-	-	-	-	458	-	-	458	916
Professional Services	-	-	-	-	-	428	-	-	428	856
Total Expenses	-	-	-	-	-	5,550	-	-	5,550	11,100

### Sources (1,000s)

Wastewater Fund	-	-	-	-	-	5,550	-	-	5,550	11,100
Total Sources	-	-	-	-	-	5,550	-	-	5,550	11,100

### Maintenance Costs (1,000s)

Supplies	-	-	-	-	-	-	3	-	-	3
Total Maintenance	-	-	-	-	-	-	3	-	-	3

## Candlewood Lift Station and Force Main

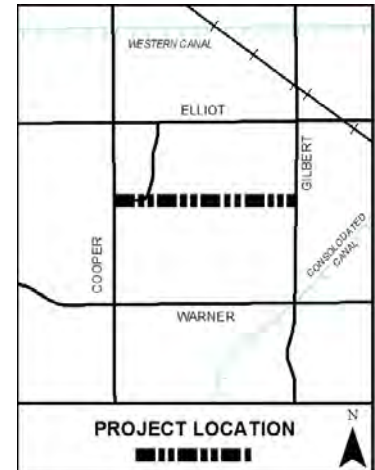
Project #: WW070 / 70100070

### Project Description:

Replacement of the Candlewood Lift Station to accommodate future flows per the Water Resources Master Plan. Also includes approximately 5,000 feet of 12" force main from the lift station east along the Hackamore alignment to meet the existing force main at Gilbert Road, to equalize flows between the Neely and Greenfield Water Reclamation Plants.

### Financial Information:

- Costs shown in prior years were for a pre-design study and replacement pumps at the existing lift station (wastewater fund component).
- Costs shown in FY2015 are for site acquisition.



This project is funded through Wastewater SDFs, partially offset by Wastewater SDF backed bond funds and Wastewater fund contributions. The project is required to support growth within the community.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	Beyond 10 Years	Total
Construction	16	-	-	-	7,026	-	-	-	-	7,042
Construction Mgmt	25	-	-	726	-	-	-	-	-	751
Land/ROW	9	88	-	60	-	-	-	-	-	157
Professional Services	74	-	-	791	-	-	-	-	-	865
Total Expenses	124	88	-	1,577	7,026	-	-	-	-	8,815

### Sources (1,000s)

Wastewater Fund	16	-	-	-	-	-	-	-	-	16
Wastewater SDF	108	88	-	-	-	-	-	-	-	196
WRMPC-Future Bonds	-	-	-	1,577	7,026	-	-	-	-	8,603
Total Sources	124	88	-	1,577	7,026	-	-	-	-	8,815

### Maintenance Costs (1,000s)

Utilities	-	-	-	-	-	10	-	-	-	10
Total Maintenance	-	-	-	-	-	10	-	-	-	10

## Germann and Higley - 18" Reclaimed Water Main

Project #: WW072 / 70100072

### Project Description:

Install an 18" reclaimed water main in Higley Road from one half mile north of Ocotillo Road to Germann Road and in Germann from Higley one quarter mile to the west. This project is to close a critical loop in the reclaimed water distribution system in order to better meet customer demands.

### Financial Information:

- Project timing shall be based on capacity needs and may be adjusted due to development in the project area.



This project is 100% debt funded through Wastewater SDFs. The project is required to expand the system necessary to support growth within the community.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	4,021	-	-	-	-	4,021
Construction Mgmt	-	-	-	-	360	-	-	-	-	360
Professional Services	-	-	-	352	-	-	-	-	-	352
Total Expenses	-	-	-	352	4,381	-	-	-	-	4,733

### Sources (1,000s)

WRMPC-Future Bonds	-	-	-	352	4,381	-	-	-	-	4,733
Total Sources	-	-	-	352	4,381	-	-	-	-	4,733

### Maintenance Costs (1,000s)

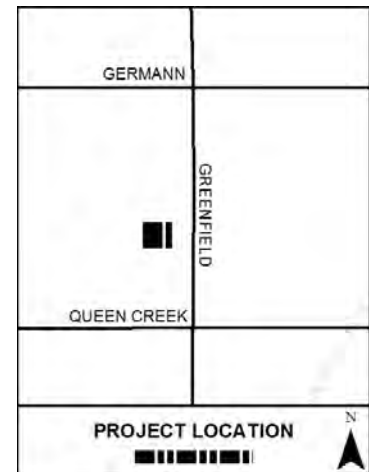
Utilities	-	-	-	-	-	28	-	-	-	28
Total Maintenance	-	-	-	-	-	28	-	-	-	28

## Greenfield Water Reclamation Plant - Phase III

Project #: WW075 / 70100075

### Project Description:

The Greenfield Water Reclamation Plant (GWRP) is a joint use facility with the City of Mesa and the Town of Queen Creek, with Mesa acting as lead agent and plant operator. Design and construction of this phase of the GWRP is scheduled to be completed by the end of 2018 and bring Gilbert's share of the total capacity to 12 million gallons per day (MGD). A pre-design effort for this phase is schedule to begin in FY2015. Gilbert's share of the phase three expansion will be 4 MGD (34,484 additional ERUs). The ultimate plant capacity is 42 MGD (approximate shares are Mesa at 18, Queen Creek at 8, and Gilbert at 16 MGD). The plant will produce high quality reclaimed water suitable for direct reuse for landscape irrigation and groundwater recharge. The expense data listed in beyond 10 years reflects a future phase four expansion of the GWRP. The phase four expansion is anticipated to add an additional 4 MGD for Gilbert's ultimate capacity at that plant. The projected schedule for the phase four expansion is around 2028.



### Financial Information:

- Gilbert's cost share for maintenance is FY2019-\$300,000; FY2020-\$600,000; FY2021-\$900,000; FY2022-\$1.2M; FY2023-\$1.5M; FY2024-\$1.8M; FY2025-\$2.1M; and FY2026-\$2.4M. Maintenance costs are determined per the IGA.
- Total project cost is \$159.4M, and will be offset by our partner agencies. The City of Mesa's estimated cost share will be \$99.6M and Queen Creek's cost share will be \$19.9M.
- This project is anticipated to start a pre-design effort in FY2015 and be completed in FY2018.

This project is 100% funded through Wastewater SDFs. The project is required to expand the Town's wastewater treatment capacity that is necessary to support growth within the community.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	6,150	16,950	12,740	-	-	-	35,840
Construction Mgmt	-	-	250	450	1,750	1,160	-	-	-	3,610
Professional Services	-	562	2,700	-	-	-	-	-	-	3,262
Total Expenses	-	562	2,950	6,600	18,700	13,900	-	-	-	42,712

### Sources (1,000s)

Wastewater Fund	-	562	-	-	-	-	-	-	-	562
WRMPC-Future Bonds	-	-	2,950	6,600	18,700	13,900	-	-	-	42,150
Total Sources	-	562	2,950	6,600	18,700	13,900	-	-	-	42,712

### Maintenance Costs (1,000s)

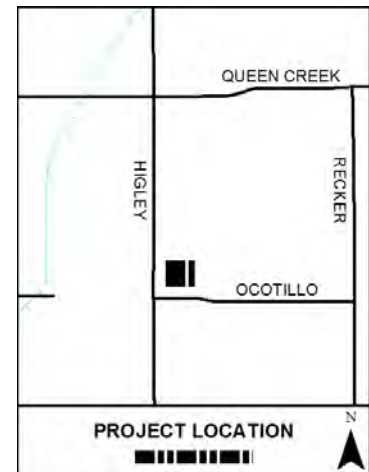
Contractual Services	-	-	-	-	-	300	6,000	-	-	6,300
Total Maintenance	-	-	-	-	-	300	6,000	-	-	6,300

## South Recharge Site - Phase II

Project #: WW077 / 70100077

### Project Description:

This project will increase the South Recharge Facility's capacity by constructing the southern half of the site with the installation of 4 new basins and the planned extension of the site's delivery canal. The following scope of work items to be included in this phase will also enhance the facility's recharge capacity and operations through efficiencies: \$300,000 for drain holes in the basins per the 2012 Master Plan recommendations and facility hydrology report, \$120,000 for motorized valves and SCADA system controls, \$20,000 for hydro-rangers to monitor basin water levels, \$25,000 for tree purchase and installation around new basins and the delivery canal, \$100,000 for paving the parking lot (to meet an anticipated site visitation demand) as well as parking lot lighting for site security.



### Financial Information:

- Water SDFs include \$655,000 for raw water pipeline to the site from the San Tan Vista Water Treatment Plant.
- Includes \$803,000 for 4 direct injection wells.
- Project scope and priority is in coordination with the 2012 Integrated Water Resources Master Plan.

This project is 100% funded through Wastewater SDFs. The project is required to expand the system necessary to support growth within the community.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	10 Years	Total
Construction	-	-	-	-	4,592	-	-	-	-	4,592
Construction Mgmt	-	-	-	482	-	-	-	-	-	482
Professional Services	-	-	-	459	-	-	-	-	-	459
Total Expenses	-	-	-	941	4,592	-	-	-	-	5,533

### Sources (1,000s)

WRMPC-Future Bonds	-	-	-	941	4,592	-	-	-	-	5,533
Total Sources	-	-	-	941	4,592	-	-	-	-	5,533

### Maintenance Costs (1,000s)

Personnel	-	-	-	-	-	75	-	-	-	75
Utilities	-	-	-	-	-	75	-	-	-	75
Total Maintenance	-	-	-	-	-	150	-	-	-	150

## GWRP Reclaimed Water Pump Station Expansion

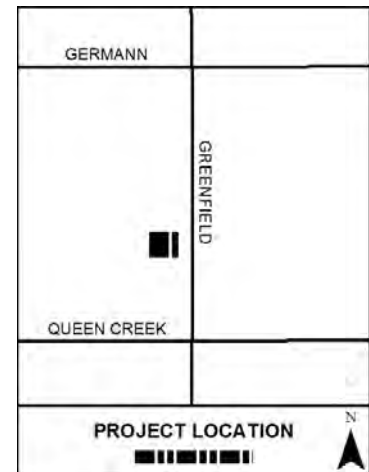
Project #: WW078 / 70100078

### Project Description:

Expansion of the pump station located at the reclaimed water reservoir adjacent to the Greenfield Water Reclamation Plant. Improvements include the addition of two new planned pumps, variable frequency drives and associated electrical equipment.

### Financial Information:

- Design will be coordinated with the Phase III expansion of the GWRP (WW075).
- Project scope and priority is in coordination with the 2012 Integrated Water Resources Master Plan, and the current system operational needs.



This project is 100% funded through Wastewater SDFs.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	1,153	-	-	-	-	-	1,153
Construction Mgmt	-	-	-	171	-	-	-	-	-	171
Professional Services	-	-	-	158	-	-	-	-	-	158
Total Expenses	-	-	-	1,482	-	-	-	-	-	1,482

### Sources (1,000s)

WRMPC-Future Bonds	-	-	-	1,482	-	-	-	-	-	1,482
Total Sources	-	-	-	1,482	-	-	-	-	-	1,482

### Maintenance Costs (1,000s)

Personnel	-	-	-	-	85	-	-	-	-	85
Supplies	-	-	-	-	35	-	-	-	-	35
Utilities	-	-	-	-	55	-	-	-	-	55
Total Maintenance	-	-	-	-	175	-	-	-	-	175



## Santan Lift Station Odor Control Conversion

Project #: WW080 / 70100080

### Project Description:

Design and construction improvement at the San Tan lift station site to include an electrical system upgrade and the addition of an on-site chemical injection system for enhanced sewer system odor control.

### Financial Information:

- Maintenance costs are included in the current operating budget.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	510	-	-	-	-	-	-	-	510
Construction Mgmt	35	45	-	-	-	-	-	-	-	80
Professional Services	84	43	-	-	-	-	-	-	-	127
Total Expenses	119	598	-	-	-	-	-	-	-	717

### Sources (1,000s)

Wastewater Fund	119	598	-	-	-	-	-	-	-	717
Total Sources	119	598	-	-	-	-	-	-	-	717

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Reclaimed Water Reservoir #1 Rehabilitation

Project #: WW083 / 70100083

### Project Description:

This project will rehabilitate two older reclaimed water reservoir tanks by recoating the inside and outside of the tanks and making miscellaneous minor repairs.

### Financial Information:

- Prior year costs are for scope assessment.
- Maintenance costs are included in the current operating budget.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	995	350	-	-	-	-	-	-	1,345
Construction Mgmt	-	110	-	-	-	-	-	-	-	110
Professional Services	10	130	-	-	-	-	-	-	-	140
Total Expenses	10	1,235	350	-	-	-	-	-	-	1,595

### Sources (1,000s)

Wastewater Fund	10	1,235	350	-	-	-	-	-	-	1,595
Total Sources	10	1,235	350	-	-	-	-	-	-	1,595

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Reclaimed Water Recovery Well at Elliot District Park

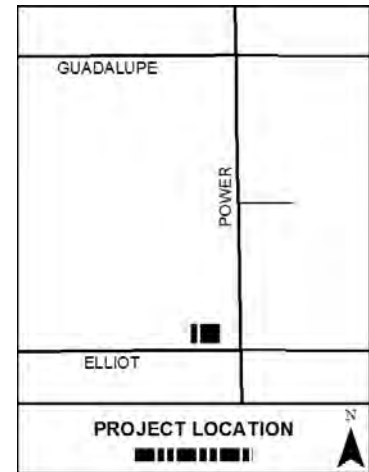
Project #: WW089 / 70100089

### Project Description:

Design and construction of a 750 gallon per minute reclaimed water recovery well at Elliot District Park and the SRP power line easement.

### Financial Information:

- Recovery well is required to meet peak summer irrigation demands for Gilbert's reclaimed water distribution system.
- Prior year costs are for well drilling and design of equipping.



This project is 100% funded through Wastewater SDFs. The project is required to expand the system necessary to support growth within the community. See Financial Information for additional detail.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	10 Years	Total
Construction	298	-	-	-	-	1,202	-	-	-	1,500
Construction Mgmt	45	-	-	-	-	157	-	-	-	202
Professional Services	108	-	-	-	-	175	-	-	-	283
Total Expenses	451	-	-	-	-	1,534	-	-	-	1,985

### Sources (1,000s)

Wastewater SDF	451	-	-	-	-	-	-	-	-	451
WRMPC-Future Bonds	-	-	-	-	-	1,534	-	-	-	1,534
Total Sources	451	-	-	-	-	1,534	-	-	-	1,985

### Maintenance Costs (1,000s)

Contractual Services	-	-	-	-	-	-	4	-	-	4
Utilities	-	-	-	-	-	-	21	-	-	21
Total Maintenance	-	-	-	-	-	-	25	-	-	25

## Lift Station Odor Scrubber Replacements

Project #: WW091 / 70100091

### Project Description:

Design and construct a Bohn Bio filtration system at Gilbert Commons and Crossroads Lift Stations for the elimination of gases created by microbial consumption and oxidation of the gas components.

### Financial Information:

- Costs shown in prior years are for a study to determine full scope and cost of improvements required and timing of the implementation.
- The construction costs are based on estimates prepared by the project's design engineer.
- Maintenance costs are included in the current operating budget.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	951	-	-	-	-	-	-	-	951
Construction Mgmt	4	86	-	-	-	-	-	-	-	90
Professional Services	68	311	-	-	-	-	-	-	-	379
Total Expenses	72	1,348	-	-	-	-	-	-	-	1,420

### Sources (1,000s)

Wastewater Replacement Fund	72	1,348	-	-	-	-	-	-	-	1,420
Total Sources	72	1,348	-	-	-	-	-	-	-	1,420

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## EMF 12" Reclaimed Water Line

Project #: WW092 / 70100092

### Project Description:

Install a 12" reclaimed water main along the east side of the East Maricopa Floodway to connect existing lines in Chandler Heights Road and Riggs Road to close a system loop.

### Financial Information:

- Requires coordination and easement from the Flood Control District of Maricopa County.
- Project costs may be offset by developer contributions.



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	1,310	-	-	-	-	-	-	-	1,310
Construction Mgmt	14	137	-	-	-	-	-	-	-	151
Equipment & Furniture	-	200	-	-	-	-	-	-	-	200
Professional Services	94	90	-	-	-	-	-	-	-	184
Total Expenses	108	1,737	-	-	-	-	-	-	-	1,845

### Sources (1,000s)

Wastewater Fund	108	1,737	-	-	-	-	-	-	-	1,845
Total Sources	108	1,737	-	-	-	-	-	-	-	1,845

### Maintenance Costs (1,000s)

Supplies	-	-	2	-	-	-	-	-	-	2
Total Maintenance	-	-	2	-	-	-	-	-	-	2

## Monitor Well Replacements

Project #: WW093 / 70100093

### Project Description:

The design and installation of nine replacement monitoring wells. The original wells should be capped in the approved ADEQ/ADWR method, with the "Capped Well" paper work filed with ADWR. The replacement wells should be wired to original controls.

### Financial Information:



This project does not impact the SDF calculations.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	550	-	-	-	-	-	-	-	550
Construction Mgmt	7	103	-	-	-	-	-	-	-	110
Land/ROW	-	40	-	-	-	-	-	-	-	40
Professional Services	43	7	-	-	-	-	-	-	-	50
Total Expenses	50	700	-	-	-	-	-	-	-	750

### Sources (1,000s)

Wastewater Fund	50	700	-	-	-	-	-	-	-	750
Total Sources	50	700	-	-	-	-	-	-	-	750

### Maintenance Costs (1,000s)

Supplies	-	-	4	-	-	-	-	-	-	4
Total Maintenance	-	-	4	-	-	-	-	-	-	4

## South Recharge Facility/ optional other site - 4 Recharge Wells

Project #: WW094 / 70100094

### Project Description:

This project installs 4 Aquifer Storage Recovery recharge wells inside the south recharge facility, or other site(s) to provide additional recharge capability to the facility and south area. This project concept is included in the Water Resources Master Plan.

### Financial Information:

- Maintenance costs are currently being evaluated for inclusion in the FY2016 Capital Improvement Plan.



This project is 100% funded through Wastewater SDFs. The project is required to expand the system necessary to support growth within the community.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	-	-	-	7,040	-	-	7,040
Construction Mgmt	-	-	-	-	-	-	800	-	-	800
Professional Services	-	-	-	-	-	-	800	-	-	800
Total Expenses	-	-	-	-	-	-	8,640	-	-	8,640

### Sources (1,000s)

WRMPC-Future Bonds	-	-	-	-	-	-	8,640	-	-	8,640
Total Sources	-	-	-	-	-	-	8,640	-	-	8,640

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Reclaimed Water Line Extension in Chandler Heights - Greenfield/Higley

Project #: WW095 / 70100095

### Project Description:

This is an extension of the 12" reclaimed water line from Chandler Heights and Greenfield to Higley Rd. This pipe line will provide better flow and pressure to the reclaimed water customers located in the southern area of Gilbert.

### Financial Information:



This project is 100% funded through Wastewater SDFs. The project is required to expand the system necessary to support growth within the community.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	-	1,322	-	-	-	-	-	1,322
Construction Mgmt	-	-	-	168	-	-	-	-	-	168
Professional Services	-	-	-	127	-	-	-	-	-	127
Total Expenses	-	-	-	1,617	-	-	-	-	-	1,617

### Sources (1,000s)

WRMPC-Future Bonds	-	-	-	1,617	-	-	-	-	-	1,617
Total Sources	-	-	-	1,617	-	-	-	-	-	1,617

### Maintenance Costs (1,000s)

Supplies	-	-	-	-	2	-	-	-	-	2
Total Maintenance	-	-	-	-	2	-	-	-	-	2



## Riparian Preserve Distribution Structure Expansion

Project #: WW096 / 70100096

### Project Description:

Per the 2012 Integrated Water Resources Master Plan recommendations, this project will install an 18" pipe parallel to the existing 10" pipe into the Recharge Facility, expand the distribution box to accommodate the increased flow from 4MGD to 8MGD. This project also includes retro-fitting the manual gate valves to be motorized at the Riparian Preserve at Water Ranch.

### Financial Information:

- Maintenance costs are currently being evaluated for inclusion in the FY2016 Capital Improvement Plan.



This project is 100% funded through Wastewater SDFs. The project is required to expand the system necessary to support growth within the community.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	10 Years	Total
Construction	-	-	-	-	-	-	-	1,178	-	1,178
Construction Mgmt	-	-	-	-	-	-	-	137	-	137
Professional Services	-	-	-	-	-	-	-	132	-	132
Total Expenses	-	-	-	-	-	-	-	1,447	-	1,447

### Sources (1,000s)

WRMPC-Future Bonds	-	-	-	-	-	-	-	1,447	-	1,447
Total Sources	-	-	-	-	-	-	-	1,447	-	1,447

### Maintenance Costs (1,000s)

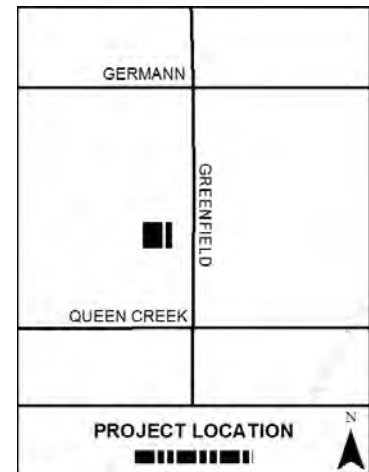
Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## GWRP - Various Plant Improvements

Project #: WW097 / 70100097

### Project Description:

Pursuant to the Intergovernmental Agreement with the City of Mesa and Town of Queen Creek for the operation and maintenance of the Greenfield Wastewater Reclamation Plant (GWRP), the following future rehabilitation and replacement improvements that the City of Mesa (GWRP lead agent/operator) are proposing at the plant include: Replace sludge mixing pumps (FY-16), Headworks odor control unit construction (FY-16), Solids odor control pumps (FY-16), Solids building strain press (FY-16 & 17), Replace chemical storage tanks (FY-17), Aeration basin improvements (FY-17), Waste gas burner improvements (FY-16, 17, & 18), Spare plant transformer (FY-17), Digester improvements (FY-17 & 18), Upgrade head-works and solids building electrical buss-duct (FY 16, 17, & 18), other various future plant improvements and equipment replacements (FY17-20).



### Financial Information:

- Mesa will act as the lead agent for the project. Gilbert will participate through project overview and financial contribution for its cost share of each project.

This project does not impact the SDF calculation.

Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	Beyond 6-10 years	Beyond 10 Years	Total
Construction	-	687	644	1,970	950	935	767	-	-	5,953
Total Expenses	-	687	644	1,970	950	935	767	-	-	5,953

### Sources (1,000s)

Wastewater Fund	-	687	-	-	-	-	-	-	-	687
Wastewater SDF	-	-	644	1,970	950	935	767	-	-	5,266
Total Sources	-	687	644	1,970	950	935	767	-	-	5,953

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Fiesta Tech Sewer Service & Lift Station

Project #: WW099 / 70100099

### Project Description:



The Fiesta Tech Business Park is located in the northwest corner of the Town of Gilbert. It is bounded by Baseline Road on the north, Arizona Ave on the west, Guadalupe Road on the south, and the Union Pacific Railroad north/south spur on the east. Sewer treatment service for this area is currently provided by the City of Mesa through an IGA. There is a desire to re-sewer the Fiesta Tech area so it will instead flow to Gilbert's Neely Wastewater Plant for treatment. To accommodate this, a new project that includes the following will be required: a lift station, on a newly acquired piece of land for this purpose, designed to accommodate a peak flow of up to 1.1 MGD, onsite odor control scrubbing equipment, approximately 5,520 feet of 8-inch force main pipeline, and approximately 2,000 feet of new gravity sewer pipeline (pipe size to be determined) with up to 5 new sewer manhole structures.

Based on a review of the initial engineering study for this project as well as further analysis and site visits, Operations Staff recommend that this new lift station site be constructed/located at the northwest corner of Fiesta Blvd and Tech Blvd.

### Financial Information:

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Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	2,860	-	-	-	-	-	-	2,860
Construction Mgmt	-	20	350	-	-	-	-	-	-	370
Land/ROW	-	100	-	-	-	-	-	-	-	100
Professional Services	-	305	-	-	-	-	-	-	-	305
Total Expenses	-	425	3,210	-	-	-	-	-	-	3,635

### Sources (1,000s)

Wastewater Fund	-	425	3,210	-	-	-	-	-	-	3,635
Total Sources	-	425	3,210	-	-	-	-	-	-	3,635

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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## Alternative Recovery Well R-5, McQueen Park

Project #: WWNEW1 /

### Project Description:



This project involves drilling an alternative Recovery Well to replace current Recovery Well R-1. This new well will be drilled into the middle aquifer, equipped with pump and scada controls, and tied to the recovered water system that provides water to 2 ski-lake communities and an additional water source to the north area reclaimed water distribution system. This deeper recovery well will provide a secure source of higher quality recovered water for the customers.

### Financial Information:

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Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	620	-	-	-	-	-	-	620
Construction Mgmt	-	-	70	-	-	-	-	-	-	70
Professional Services	-	-	150	-	-	-	-	-	-	150
Total Expenses	-	-	840	-	-	-	-	-	-	840

### Sources (1,000s)

Wastewater SDF	-	-	840	-	-	-	-	-	-	840
Total Sources	-	-	840	-	-	-	-	-	-	840

### Maintenance Costs (1,000s)

Personnel	-	-	-	2	-	-	-	-	-	2
Supplies	-	-	-	1	-	-	-	-	-	1
Utilities	-	-	-	12	-	-	-	-	-	12
Total Maintenance	-	-	-	15	-	-	-	-	-	15

## Layton Lakes Lift Station Force Mains Rehabilitation

Project #: WWNEW2 /

### Project Description:



Rehabilitation of two sewer force main pipelines that serve the Layton Lakes Lift Station. Existing 18-inch and 14-inch concrete lined Ductile Iron Pipe (DIP) force mains both need to be rehabilitated due to pipeline corrosion. This project request is related to the force main pipe failure that occurred on Greenfield road between Germann and Queen Creek in May, 2014. This project proposes to rehabilitate both force main pipelines from the discharge manhole back to the lift station site using a cast-in-place slip-line rehabilitation method. The project also proposes to install pipeline inspection ports every 1800 feet (for a total of 6 ports on each force main pipeline). The primary location of this project is the two mile stretch of Queen Creek road between Greenfield and Lindsay. However, some work will also need to occur on Greenfield road and on Lindsay road as well. The approximate length of each pipeline to be rehabilitated is 12,067 feet (or 2.28 miles).

### Financial Information:

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Expenses: (1,000s)	Prior Years	2015	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
Construction	-	-	3,409	1,704	-	-	-	-	-	5,113
Construction Mgmt	-	-	242	242	-	-	-	-	-	484
Professional Services	-	-	367	41	-	-	-	-	-	408
Total Expenses	-	-	4,018	1,987	-	-	-	-	-	6,005

### Sources (1,000s)

Wastewater Repl Fund	-	-	4,018	1,987	-	-	-	-	-	6,005
Total Sources	-	-	4,018	1,987	-	-	-	-	-	6,005

### Maintenance Costs (1,000s)

Total Maintenance	-	-	-	-	-	-	-	-	-	-
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Correct data



## FY2016 - FY2025 Section Summary Detail Funding Sources and Ranks

Project #	Project Name	Capital Sources (1,000s)	Rank		Prior Years	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
MF017	Fire Station Emergency Signals	Fire SDF	30		1,555		43	374					1,972
	Fire Station Emergency Signals	General Fund	30		161								161
MF023	Fire Station 9	Fire SDF	32		734								734
	Fire Station 9	General Fund	32				493	6,400					6,893
MF032	Transfer Station	Beyond 10 Years	0									6,867	6,867
MF040	Public Safety Training Facility	Future Bonds	30				4,123	31,563	12,016	12,016	1,385		61,103
	Public Safety Training Facility	PFMPC-2009 Bonds	30		14,496								14,496
MF053	Municipal Center I Renovation - Phase II	General Fund	26				1,140	9,661					10,801
MF055	Fire Station Connectivity Infrastructure Support	General Fund	23		172		140						312
MF056	Human Resources Talent Management System	Env Svcs Res Fund	19		30								30
	Human Resources Talent Management System	General Fund	19		375								375
	Human Resources Talent Management System	Streets Fund	19		25								25
	Human Resources Talent Management System	Wastewater Fund	19		20								20
	Human Resources Talent Management System	Water Fund	19		50								50
MF216	Adaptive Response Unit 2 (ARU-2)	Fire SDF	29							850			850
MF217	Fire Station 7	Fire SDF	13		1,672								1,672
	Fire Station 7	General Fund	13		4,273								4,273
MF222	Police Application and Network Support	General Fund	0		807								807
	Police Application and Network Support	General Replacement Fund	0		570								570
	Police Application and Network Support	State Grant	0		63								63



## FY2016 - FY2025 Section Summary Detail Funding Sources and Ranks

MF223	Topaz Radio	General Fund	33		824	2,300	3,909	436	440	480	744		9,133
	Topaz Radio	Investment Income	33		22								22
	Topaz Radio	Water Fund	33		27								27
MF226	Security Access System Upgrades	General Fund	5		410								410
MF227	Permitting System Replacement	General Fund	18		2,000								2,000
MF228	CNG Fueling Station	Env Svcs Com Fund	0		128	140							268
	CNG Fueling Station	Env Svcs Res Fund	0		1,472	1,500							2,972
MF229	Adaptive Response Unit 1 - (ARU-1)	Fire SDF	32					850					850
MF230	Detention Facility	City of Chandler	5		200								200
	Detention Facility	General Fund	5		199								199
MF231	Utility Billing System Replacement	Env Svcs Com Fund	13					7					7
	Utility Billing System Replacement	Env Svcs Res Fund	13					646					646
	Utility Billing System Replacement	Wastewater Fund	13					650					650
	Utility Billing System Replacement	Water Fund	13					697					697
MF232	Finance, HR, and Payroll System Replacement	General Fund	14			1,816	213						2,029
MF233	Solid Waste Records Management System	Env Svcs Res Fund	18				600						600
MF234	Parks & Recreation Reservation System Replacement	General Fund	25			211							211
MF235	Fleet Maintenance Facility	General Fund	21					1,595					1,595
MF236	Public Safety Roof	General Fund	22						65	805			870
MF237	Public Safety - Carpet	General Fund	22						308				308
PR003	Freestone Park Expansion (North)	General Fund	13								10,503		10,503



## FY2016 - FY2025 Section Summary Detail Funding Sources and Ranks

PR006	Heritage Trail Middle Segment (Consolidated Canal)	General Fund	34	1,687							1,687
	Heritage Trail Middle Segment (Consolidated Canal)	Park SDF	34	118							118
PR011	Western Canal Trail	Developer Contribution	34	9							9
	Western Canal Trail	General Fund	34	1,357							1,357
	Western Canal Trail	Investment Income	34	6							6
PR019	Nichols Park at Water Ranch - Phase II	Park SDF	14	42							42
	Nichols Park at Water Ranch - Phase II	Private Fund	14	650							650
	Nichols Park at Water Ranch - Phase II	Residential Dev Tax	14	1,670							1,670
	Nichols Park at Water Ranch - Phase II	Unfunded	14						3,194		3,194
PR024	Freestone Skate and Tennis Facility - Phase II	Future Bonds	12						3,350		3,350
PR031	Chandler Heights Lower Basin	Park SDF	38		790	9,400					10,190
	Chandler Heights Lower Basin	PFMPC-Future Bonds	38				21,850	50			21,900
PR032	Rittenhouse District Park	Park SDF	11	6,447					0		6,447
	Rittenhouse District Park	PFMPC-2009 Bonds	11	10,268							10,268
	Rittenhouse District Park	Unfunded	11						57,906		57,906
PR033	Marathon Trail (East Maricopa Floodway)	PFMPC-Future Bonds	11						15,186		15,186
PR034	Skate Park	Beyond 10 Years	11							104	104
	Skate Park	Future Bonds	11						889		889
PR037	Cultural and Education Center	Beyond 10 Years	10							4,000	4,000
	Cultural and Education Center	Future Bonds	10						62,500		62,500
PR039	Crossroads Park - Phase III	Investment Income	5	5							5



[illegible]



## FY2016 - FY2025 Section Summary Detail Funding Sources and Ranks

PR083	South Recharge Site Riparian Area	Future Bonds	10							48,500		48,500
PR084	Santan Vista Trail - Phase II	PFMPC-Future Bonds	34				220	2,000	50			2,270
PR085	Santan Vista Trail - Phase III	GO Bonds	11		1							1
	Santan Vista Trail - Phase III	Investment Income	11		3							3
	Santan Vista Trail - Phase III	PFMPC-Future Bonds	11							9,606		9,606
PR086	Chandler Heights Upper Basin - Delete this Project (now PR031)		38									
PR087	Southwest Activity Center/Field Complex	Beyond 10 years	10								27,659	27,659
	Southwest Activity Center/Field Complex	Park SDF	10		735							735
	Southwest Activity Center/Field Complex	PFMPC-2009 Bonds	10		24,087							24,087
PR089	Playground/Park Equipment Replacements/Upgrades	General Fund	19		236							236
	Playground/Park Equipment Replacements/Upgrades	GO Bonds	19		160							160
PR091	Freestone Park Basketball Courts	GO Bonds	14		170							170
PR092	Playground Shade Structures - Various Locations	General Fund	24				870					870
PR095	Trail Crossing Signals – Phase II	Federal Grant	13		534							534
	Trail Crossing Signals – Phase II	Park SDF	13		88	16						104
PR097	Santan Vista Trail – Phase IV	PFMPC-Future Bonds	29							710	1,231	1,941
PR098	Pool Repairs - Various Locations	Chandler USD	26		78							78
	Pool Repairs - Various Locations	General Fund	26		533							533
	Pool Repairs - Various Locations	Gilbert Public Schools	26		555							555
	Pool Repairs - Various Locations	GO Bonds	26		202							202
	Pool Repairs - Various Locations	Higley USD	26		31							31



## FY2016 - FY2025 Section Summary Detail Funding Sources and Ranks

PR101	Trail - Santan Freeway - Val Vista to Discovery Park	General Fund	34			140	1,650	850					2,640
PR102	Trail - San Tan 202 Freeway - Discovery Park to Cosmo Park	PFMPC-Future Bonds	29						268	773	2,750		3,791
PR103	Playground Replacements - Various Park Sites	General Fund	29		900	416	516	469	129		1,216	40	3,686
PR104	Water Tower Plaza - System Repairs & Upgrades	General Fund	31				320						320
PR105	Pool Pump Pit Upgrades	General Fund	14		193								193
PR106	Pool Chemical Room Modifications	General Fund	15		280								280
PR107	Riparian Preserve Yurts	Beyond 10 years	6									162	162
PR108	Discovery Park Playground Structure	General Fund	24					95	615				710
PR109	Riparian Area at Water Ranch - Interpretive Sign Replacement	General Fund	32				165						165
PR110	Powerline Trail - Recker to Power Road	PFMPC-Future Bonds	8								1,669		1,669
PR111	Southeast Regional Library - Fountain Project	General Fund	36				130	800					930
PR112	Gilbert Youth Soccer Complex - Sprinkler Additions	Future Bonds	26				516	2,107					2,623
PR113	Western Powerline Trail - UPRR Grade Separated Pedestrian Crossing	CIP Outside Sources	42				1,451	1,451	1,451				4,353
	Western Powerline Trail - UPRR Grade Separated Pedestrian Crossing	General Fund	42			420							420
PR114	Elliott District Park Repairs	CIP Outside Sources	21			2,500		22,000					24,500
	Elliott District Park Repairs	General Fund	21		4,543								4,543
PR115	Town Store - Southeast Regional Library	General Fund	38					85					85
PR116	Irrigation System Replacements	Future Bonds	38				280	3,659	497	6,049	1,393		11,878
PR117	Irrigation Controller Replacements	General Fund	34				800			360		152	1,312



## FY2016 - FY2025 Section Summary Detail Funding Sources and Ranks

PR118	American With Disabilities Act (ADA) improvements and upgrades to parks.	General Fund	42				210						210
PR119	McQueen Activity Center Roof Resurface Project	General Fund	28			563							563
PR120	Public Works replacement of AC units and Evap cooler that have reach their end of life cycle	Water Fund	22					147					147
PR121	Santan Vista Trail - Phase V	Beyond 10 Years	6									1,765	1,765
PR122	Freestone Recreation Center Roof Repair	General Fund	36			1,100							1,100
RD110	Vaughn Avenue Parking Structure	PFMPC Bonds	0		8,300								8,300
RD112	West Washington Street Parking Lot	General Fund	0								1,004		1,004
RD114	Downtown Transit Stops	State Grant	0		517								517
RD115	Saint Xavier University	General Fund	18		1,903								1,903
	Saint Xavier University	Revenue Bonds	18		38,402								38,402
RD116	Ash Street - Phase I	Env Svcs Com Fund	36			100							100
	Ash Street - Phase I	Env Svcs Res Fund	36			50							50
	Ash Street - Phase I	General Fund	36		265	775							1,040
	Ash Street - Phase I	Wastewater Fund	36			110							110
	Ash Street - Phase I	Water Fund	36			260							260
RD117	Park and Ride Enhancements	General Fund	28					100					100
RD118	Heritage District Parkway Pedestrian Pathway	General Fund	34					100					100
RD119	Heritage District Parking Garage II	General Fund	28					100					100
RD201	Heritage District Water and Sewer Improvements	CDBG	30			474	402	54					930
RD202	Gilbert Wellness and Resource Center	CDBG	30			496							496
RD208	Southeast Corner Elliot and Gilbert	General Fund	0								1,872	156	2,028



## FY2016 - FY2025 Section Summary Detail Funding Sources and Ranks

ST054	Ocotillo Road - Greenfield to Higley	2007 Go Bonds 08	32		246							246
	Ocotillo Road - Greenfield to Higley	Future Bonds	32							20,711		20,711
ST057	Greenfield Road - Pecos to Germann	2007 GO Bonds 08	0		9,298							9,298
	Greenfield Road - Pecos to Germann	Investment Income	0		46							46
	Greenfield Road - Pecos to Germann	Wastewater Fund	0		97							97
	Greenfield Road - Pecos to Germann	Water Fund	0		219							219
ST058	Germann Road - Val Vista to Higley	2006 GO Bonds 08	0		157							157
	Germann Road - Val Vista to Higley	2007 GO Bonds 08	0		1,683							1,683
	Germann Road - Val Vista to Higley	Developer Contribution	0		181							181
	Germann Road - Val Vista to Higley	Investment Income	0		4							4
	Germann Road - Val Vista to Higley	MAG RTP Arterial Fund	0		10,893							10,893
	Germann Road - Val Vista to Higley	Water Fund	0		740							740
ST062	Higley and Williams Field Improvements	2006 GO Bonds 08	0		18,552							18,552
	Higley and Williams Field Improvements	Developer Contribution	0		98							98
	Higley and Williams Field Improvements	Investment Income	0		19							19
	Higley and Williams Field Improvements	Streets Fund	0		641							641
	Higley and Williams Field Improvements	Wastewater Fund	0		199							199
	Higley and Williams Field Improvements	Water Fund	0		600							600
	Higley and Williams Field Improvements	Water Replacement Fund	0		781							781
ST071	Baseline Road - Burk to Consolidated Canal	Future Bonds	32							2,658		2,658
ST078	Baseline Road - Greenfield to Power	City of Mesa	31							8,475		8,475
	Baseline Road - Greenfield to Power	Developer Contribution	31		90					215		305



## FY2016 - FY2025 Section Summary Detail Funding Sources and Ranks

ST078	Baseline Road - Greenfield to Power	Future Bonds	31							8,474		8,474
	Baseline Road - Greenfield to Power	Investment Income	31		22							22
ST080	Recker Road - Ocotillo to Chandler Heights	Future Bonds	21							5,308		5,308
ST084	Hunt Highway - Val Vista to 164th Street	CIP Outside Sources	16		45							45
	Hunt Highway - Val Vista to 164th Street	Developer Contribution	16							888		888
	Hunt Highway - Val Vista to 164th Street	Developer Contributions	16		0							0
	Hunt Highway - Val Vista to 164th Street	Future Bonds	16							10,950		10,950
	Hunt Highway - Val Vista to 164th Street	Water Fund	16							1,115		1,115
ST094	Cooper and Guadalupe Intersection	2006 GO Bonds 08	43		1,571							1,571
	Cooper and Guadalupe Intersection	2007 GO Bonds 08	43		3,432	740	4,760					8,932
	Cooper and Guadalupe Intersection	Future Bonds	43				410					410
	Cooper and Guadalupe Intersection	MAG RTP Arterial Fund	43		5,530							5,530
	Cooper and Guadalupe Intersection	Water Fund	43		1,287							1,287
ST095	Williams Field Road - UPRR to Power	2006 GO Bonds 08	0		34,231							34,231
	Williams Field Road - UPRR to Power	CIP Outside Sources	0		1,217							1,217
	Williams Field Road - UPRR to Power	Wastewater Fund	0		920							920
	Williams Field Road - UPRR to Power	Wastewater SDF	0		435							435
	Williams Field Road - UPRR to Power	Water Fund	0		1,186							1,186
ST096	Recker Road - 660' North of Ray to 1,320' North	Developer Contribution	34						0			0
	Recker Road - 660' North of Ray to 1,320' North	Future Bonds	34				2,420					2,420
	Recker Road - 660' North of Ray to 1,320' North	Investment Income	34		14				0			14
ST098	Higley Road - Riggs to Hunt Highway	2007 GO Bonds 08	24		1,973							1,973

[illegible]

[illegible]





## FY2016 - FY2025 Section Summary Detail Funding Sources and Ranks

ST134	Guadalupe and Power Intersection	Future Bonds	22								6,926		6,926
ST135	Guadalupe and Greenfield Intersection	Future Bonds	29								12,971		12,971
	Guadalupe and Greenfield Intersection	MAG RTP Arterial Fund	29								417		417
ST136	Elliot and Greenfield Intersection	Future Bonds	27								8,579		8,579
	Elliot and Greenfield Intersection	MAG RTP Arterial Fund	27								3,775		3,775
ST137	Elliot and Val Vista Intersection	Future Bonds	34						2,519		10,428		12,947
	Elliot and Val Vista Intersection	MAG RTP Arterial Fund	34								519		519
ST138	Elliot and Cooper Intersection	2007 GO Bonds-Future	38				3,006	1,134	9,686				13,826
ST139	Elliot and Higley Intersection	Future Bonds	27								7,601		7,601
	Elliot and Higley Intersection	MAG RTP Arterial Fund	27								3,693		3,693
ST145	Germann Road - Gilbert to Val Vista	CIP Outside Sources	42					13,503					13,503
	Germann Road - Gilbert to Val Vista	Future Bonds	42				4,657				0		4,657
	Germann Road - Gilbert to Val Vista	General Fund	42			2,544							2,544
ST146	Higley and Baseline Intersection	CIP Outside Sources	0		1,712								1,712
	Higley and Baseline Intersection	Developer Contribution	0		43								43
	Higley and Baseline Intersection	MAG RTP Arterial Fund	0		2,442								2,442
	Higley and Baseline Intersection	Wastewater Fund	0		1,953								1,953
	Higley and Baseline Intersection	Water Fund	0		81								81
ST147	Intersection and Circulation Improvement Master Plan	2007 GO Bonds 08	0		100								100
	Intersection and Circulation Improvement Master Plan	CIP Outside Sources	0		351								351
	Intersection and Circulation Improvement Master Plan	General Fund	0		40								40



## FY2016 - FY2025 Section Summary Detail Funding Sources and Ranks

ST147	Intersection and Circulation Improvement Master Plan	Streets Fund	0	53								53
ST148	Neighborhood Streetlight Rehabilitation	Streets Fund	38	3,629	1,170	1,170						5,969
ST150	Higley Groves West Pavement Reconstruction	Streets Fund	0	3,511								3,511
ST151	McQueen Rd Median Landscaping	2006 GO Bonds 08	0	346								346
	McQueen Rd Median Landscaping	GO Bonds	0	360								360
ST152	Higley and Warner Improvements	2006 GO Bonds 08	0	4,055								4,055
	Higley and Warner Improvements	GO Bonds	0	3,299								3,299
ST154	Left-Turn Safety Enhancements	Streets Fund	36	145		162	162					469
ST155	ADA Transition Replacement - Ramps/Push Buttons	Streets Fund	38	375	150	390	390	390				1,695
ST156	Consolidated Canal Bridge Repair	Streets Fund	0	470								470
ST157	Constellation Way, South of Coldwater Blvd	Future Bonds	27							780	1,310	2,090
	Constellation Way, South of Coldwater Blvd	General Fund	27	38								38
ST158	Lindsay Road/SR 202 Traffic Interchange	General Fund	43		510							510
	Lindsay Road/SR 202 Traffic Interchange	Outside Sources	43			3,865	25,265					29,130
ST159	Higley & Pecos Improvements	Future Bonds	33			783						783
ST160	Gilbert Road Railroad Crossing Upgrade	Future Bonds	26				1,068					1,068
ST161	Williams Field Corridor High Capacity Transit Feasibility Study	Future Bonds	32			100						100
ST162	Mesquite Street Sidewalk Improvements	Future Bonds	28				249					249
ST163	Arterial Streets Reconstruction	Streets Fund	32		1,755							1,755
ST164	MEADOWBROOK VILLAGE Reconstruction	General Fund	36		858							858
ST165	Palm Street Improvements	General Fund	26		130	512						642



## FY2016 - FY2025 Section Summary Detail Funding Sources and Ranks

SW006	Commerce Avenue Drainage Improvements	Env Svcs Res Fund	0	1,156	2,373	970				4,499
	Commerce Avenue Drainage Improvements	General Fund	0	43						43
SW007	Sonoqui Wash Landscaping	Future Bonds	0					635		635
TS122	Higley and Warner	Signal SDF	0	415						415
TS123	Ray and Recker	Signal SDF	17	372						372
TS130	Val Vista and Baseline Signal Improvements	Signal SDF	29		332					332
	Val Vista and Baseline Signal Improvements	Streets Fund	29	37						37
TS131	Advanced Traffic Mgmt System - Phase III	Signal SDF	32				226	1,545		1,771
TS132	Advanced Traffic Mgmt System - Phase IV	Federal Grant	0		1,096					1,096
	Advanced Traffic Mgmt System - Phase IV	Signal SDF	0	283	98					381
TS133	Advanced Traffic Mgmt System - Phase V	Signal SDF	32					1,585		1,585
TS134	Advanced Traffic Mgmt System - Phase VI	Signal SDF	32					1,231		1,231
TS135	Advanced Traffic Mgmt System - Network CCTV Cameras	Streets Fund	0	257	144					401
TS144	Recker and Cooley Loop North	Signal SDF	23			389				389
TS145	Recker and Cooley Loop South	Signal SDF	23	31			389			420
TS146	Williams Field and Cooley Loop West	Signal SDF	21	32				389		421
TS147	Williams Field and Cooley Loop East	Signal SDF	25	32			389			421
TS150	Riggs and Recker	Signal SDF	23					391		391
TS151	Gilbert - Mesa Center to Center Communication	Streets Fund	0	185						185
TS152	Gilbert - Queen Creek Interconnect	Federal Grant	10	138						138
	Gilbert - Queen Creek Interconnect	Streets Fund	10	67						67
TS154	Val Vista and Ocotillo	Signal SDF	27	31				357		388



## FY2016 - FY2025 Section Summary Detail Funding Sources and Ranks

TS155	Val Vista and Chandler Heights	Signal SDF	26		31					352		383
TS156	Greenfield and Ocotillo	Signal SDF	35			384	7					391
TS157	Recker and Warner	Signal SDF	33				374					374
TS158	Recker and Ocotillo	Signal SDF	21							390		390
TS162	Higley and Coldwater	Signal SDF	25							352		352
TS165	Baseline Road Fiber Optic Infrastructure	Federal Grant	11		415							415
	Baseline Road Fiber Optic Infrastructure	Streets Fund	11		154							154
TS166	Fiber Optic Communications Infrastructure Replacement	Signal SDF	38						449			449
TS167	Traffic Ops Ctr Signal Subsystem Replacement	Streets Fund	0		483							483
TS168	Traffic Operations Center Video Wall Replacement	Signal SDF	35				125					125
TS169	Pecos Rd Conduit Installation - EMF & RWCD Crossing	Streets Fund	0		174							174
TS170	Adaptive Signal Control System - San Tan Village Mall	Signal SDF	31				435					435
TS171	Gilbert and Vaughn	Signal SDF	0		300							300
TS172	Val Vista and Frye	Signal SDF	0		383							383
TS173	East Valley Travel Monitoring	Federal Grant	43			214						214
	East Valley Travel Monitoring	Streets Fund	43		38	43						81
TS174	Advanced Detection Safety Improvement	Signal SDF	28			165	165	165	165	825		1,485
TS176	Higley and Seville	Signal SDF	5		325							325
TS177	Lindsay and Settlers Point	Signal SDF	5		325							325
TS178	Higley and Willis/Portola Valley	Signal SDF	5		325							325



## FY2016 - FY2025 Section Summary Detail Funding Sources and Ranks

TS179	Higley and Agritopia Loop	Signal SDF	5		325							325
TS180	Baseline and Quinn - PROJECT CLOSED PER BRIAN 02/05/15	Streets Fund	0		300							300
TS181	Power Road and Verona Avenue	Streets Fund	33		41							41
TS182	Williams Field and Palomino Creek	Signal SDF	33			409						409
TS183	Queen Creek and 156th Street	Signal SDF	33			389						389
WA027	Well, 2 MG Reservoir and Pump Station	Water SDF	5		901				10,540			11,441
WA052	Water Rights - Phase I	Water Resources SDF	42		41,650	2,300						43,950
WA055	North WTP Chlorine Conversion	Water Fund	30		100		342	395			3,160	3,997
WA062	Reservoir, Pump Station and Well Conversion	Water SDF	9		916							916
	Reservoir, Pump Station and Well Conversion	WRMPC-Future Bonds	9				12,619					12,619
WA066	Meadows 12" Water Main	Water Fund	8		1,750							1,750
WA067	Zone 2 to Zone 4 Interconnect	Water SDF	11					808				808
WA070	Santan Vista Water Treatment Plant - Phase II	City of Chandler	44			10,090	22,860	7,595				40,545
	Santan Vista Water Treatment Plant - Phase II	Water Fund	44		658							658
	Santan Vista Water Treatment Plant - Phase II	WRMPC-Future Bonds	44		0	10,090	22,860	7,595				40,545
WA071	Ray - Recker Direct System Well	Water SDF	17		456				5,988			6,444
WA074	Reservoir #7 Tank Replacement and Site Improvement	Water Fund	5		14							14
	Reservoir #7 Tank Replacement and Site Improvement	Water Replacement Fund	5		6,532							6,532
WA081	Direct System Well	Water SDF	19		2						5,822	5,824
WA083	Water Rights - WMA Settlement	Water Fund	42		10,048		11,700					21,748
WA087	Well Blending Pipeline	Water Fund	13		830							830



## FY2016 - FY2025 Section Summary Detail Funding Sources and Ranks

WA088	Trend Homes Direct System Well Conversion	Water SDF	28		646							646
	Trend Homes Direct System Well Conversion	WRMPC-2007 Bonds	28		13							13
	Trend Homes Direct System Well Conversion	WRMPC-Future Bonds	28				277	2,940				3,217
WA089	Reservoir #3 Tank Replacement and Site Improvement	Water Fund	10		218							218
	Reservoir #3 Tank Replacement and Site Improvement	Water Replacement Fund	10		2,747							2,747
WA093	Well Site Upgrades at Various Sites	Water Fund	41		2,141	512						2,653
WA094	Water Rights - Phase II	Water Resources SDF	40			2,600	2,400	2,500				7,500
	Water Rights - Phase II	WRMPC-Future Bonds	40				12,000		10,000	2,352		24,352
WA097	Arsenic Treatment Facility Relocation	Water Fund	15		1,000							1,000
WA098	San Carlos Apache Tribe 100 Year Water Rights Lease	Water Resources SDF	15				11,000					11,000
WA099	NWTP - Chemical Line Containment	Water Fund	10		366	475						841
WA100	NWTP - Backwash Pumps	Water Fund	30			1,012						1,012
WA101	Waterline Extension - McQueen Road/Industrial Park	Water Fund	9		1,308							1,308
WA102	Waterline Extension - Desert Lane to San Angelo	Water Fund	11			875						875
WA103	NWTP South Reservoir Roof Replacement	Water Replacement Fund	30			685						685
WA105	Fiesta Tech Radio Expansion	Water Fund	10			115						115
WA106	NIA Priority CAP Water Acquisition	Water Fund	42				600	600	600	600		2,400
WA107	NWTP - Finished water pump #10	Water Fund	26				1,919					1,919
WA108	NWTP - LLP VFD replacement 2021- LRIP	Water Repl Fund	26			300					300	600
WA109	NWTP - Finished water VFD replacement - LRIP	Water Repl Fund	26			98	963					1,061



## FY2016 - FY2025 Section Summary Detail Funding Sources and Ranks

WA110	Constellation Way Water Main	Water SDF	32			389							389
WW044	Reclaimed Water Valve Stations	Wastewater Fund	28		297		874						1,171
	Reclaimed Water Valve Stations	Wastewater SDF	28		88								88
WW069	Relief Sewers	Wastewater Fund	34				0		5,550		0	5,550	11,100
WW070	Candlewood Lift Station and Force Main	Wastewater Fund	29		16								16
	Candlewood Lift Station and Force Main	Wastewater SDF	29		196								196
	Candlewood Lift Station and Force Main	WRMPC-Future Bonds	29				1,577	7,026					8,603
WW072	Germann and Higley - 18" Reclaimed Water Main	WRMPC-Future Bonds	15				352	4,381					4,733
WW075	Greenfield Water Reclamation Plant - Phase III	Wastewater Fund	39		562								562
	Greenfield Water Reclamation Plant - Phase III	WRMPC-Future Bonds	39			2,950	6,600	18,700	13,900				42,150
WW077	South Recharge Site - Phase II	WRMPC-Future Bonds	37				941	4,592					5,533
WW078	GWRP Reclaimed Water Pump Station Expansion	WRMPC-Future Bonds	28				1,482						1,482
WW080	Santan Lift Station Odor Control Conversion	Wastewater Fund	4		717								717
WW083	Reclaimed Water Reservoir #1 Rehabilitation	Wastewater Fund	28		1,245	350							1,595
WW089	Reclaimed Water Recovery Well at Elliot District Park	Wastewater SDF	23		451								451
	Reclaimed Water Recovery Well at Elliot District Park	WRMPC-Future Bonds	23						1,534				1,534
WW091	Lift Station Odor Scrubber Replacements	Wastewater Replacement Fund	15		1,420								1,420
WW092	EMF 12" Reclaimed Water Line	Wastewater Fund	30		1,845								1,845
WW093	Monitor Well Replacements	Wastewater Fund	5		750								750
WW094	South Recharge Facility/ optional other site - 4 Recharge Wells	WRMPC-Future Bonds	22							8,640			8,640



## FY2016 - FY2025 Section Summary Detail Funding Sources and Ranks

WW095	Reclaimed Water Line Extension in Chandler Heights - Greenfield/Higley	WRMPC-Future Bonds	28				1,617						1,617
WW096	Riparian Preserve Distribution Structure Expansion	WRMPC-Future Bonds	29								1,447		1,447
WW097	GWRP - Various Plant Improvements	Wastewater Fund	28		687								687
	GWRP - Various Plant Improvements	Wastewater SDF	28			644	1,970	950	935	767			5,266
WW099	Fiesta Tech Sewer Service & Lift Station	Wastewater Fund	34		425	3,210							3,635
WW100	Alternative Recovery Well R-5, McQueen Park	Wastewater SDF	34			840							840
WW101	Layton Lakes Lift Station Force Mains Rehabilitation	Wastewater Repl Fund	44			4,018	1,987						6,005
		<b>Total Capital Sources</b>			<b>406,000</b>	<b>68,884</b>	<b>179,017</b>	<b>225,027</b>	<b>81,618</b>	<b>99,887</b>	<b>471,097</b>	<b>96,026</b>	<b>1,627,556</b>



Incorrect data



## FY2016 - FY2025 Section Summary Detail Funding Sources and Ranks

Project #	Project Name	Capital Sources (1,000s)	Rank	Prior Years	2016	2017	2018	2019	2020	6-10 years	Beyond 10 Years	Total
MF017	Fire Station Emergency Signals	Fire SDF	30	1,555		43	374					1,972
	Fire Station Emergency Signals	General Fund	30	161								161
MF023	Fire Station 9	Fire SDF	32	734								734
	Fire Station 9	General Fund	32			493	6,400					6,893
MF032	Transfer Station	Beyond 10 Years	0								7,691	7,691
MF040	Public Safety Training Facility	Future Bonds	30			4,123	31,563	12,016	12,016	1,385		61,103
	Public Safety Training Facility	PFMPC-2009 Bonds	30	14,496								14,496
MF053	Municipal Center I Renovation - Phase II	General Fund	26			1,140	9,661					10,801
MF055	Fire Station Connectivity Infrastructure Support	General Fund	23	172		140						312
MF056	Human Resources Talent Management System	Env Svcs Res Fund	19	30								30
	Human Resources Talent Management System	General Fund	19	375								375
	Human Resources Talent Management System	Streets Fund	19	25								25
	Human Resources Talent Management System	Wastewater Fund	19	20								20
	Human Resources Talent Management System	Water Fund	19	50								50
MF216	Adaptive Response Unit 2 (ARU-2)	Fire SDF	29						850			850
MF217	Fire Station 7	Fire SDF	13	1,672								1,672
	Fire Station 7	General Fund	13	4,273								4,273
MF222	Police Application and Network Support	General Fund	0	807								807
	Police Application and Network Support	General Replacement Fund	0	570								570
	Police Application and Network Support	State Grant	0	63								63
MF223	Topaz Radio	General Fund	33	824	2,300	3,909	436	440	480	744		9,133
	Topaz Radio	Investment Income	33	22								22
	Topaz Radio	Water Fund	33	27								27
MF226	Security Access System Upgrades	General Fund	5	410								410
MF227	Permitting System Replacement	General Fund	18	2,000								2,000
MF228	CNG Fueling Station	Env Svcs Com Fund	0	128	140							268



## FY2016 - FY2025 Section Summary Detail Funding Sources and Ranks

	CNG Fueling Station	Env Svcs Res Fund	0	1,472	1,500						2,972
	CNG Fueling Station	Other	0	1							1
MF229	Adaptive Response Unit 1 - (ARU-1)	Fire SDF	32				850				850
MF230	Detention Facility	City of Chandler	5	200							200
	Detention Facility	General Fund	5	199							199
MF231	Utility Billing System Replacement	Env Svcs Com Fund	13				7				7
	Utility Billing System Replacement	Env Svcs Res Fund	13				646				646
	Utility Billing System Replacement	Wastewater Fund	13				650				650
	Utility Billing System Replacement	Water Fund	13				697				697
MF232	Finance, HR, and Payroll System Replacement	General Fund	14		1,816	213					2,029
MFNEW1	Solid Waste Records Management System	Env Svcs Res Fund	18			600					600
MFNEW2	Parks & Recreation Reservation System	General Fund	25		211						211
MFNEW3	Fleet Maintenance Facility	General Fund	21				1,595				1,595
MFNEW4	Public Safety Roof	General Fund	22					65	805		870
MFNEW5	Public Safety - Carpet	General Fund	22					308			308
PR003	Freestone Park Expansion (North)	General Fund	13						10,503		10,503
PR006	Heritage Trail Middle Segment (Consolidated)	General Fund	34	1,687							1,687
	Heritage Trail Middle Segment (Consolidated)	Park SDF	34	118							118
PR011	Western Canal Trail	Developer Contribution	34	9							9
	Western Canal Trail	General Fund	34	1,357							1,357
	Western Canal Trail	Investment Income	34	6							6
PR019	Nichols Park at Water Ranch - Phase II	General Fund	14						166		166
	Nichols Park at Water Ranch - Phase II	Park SDF	14	42							42
	Nichols Park at Water Ranch - Phase II	Private Fund	14	650							650
	Nichols Park at Water Ranch - Phase II	Residential Dev Tax	14	1,670							1,670
	Nichols Park at Water Ranch - Phase II	Unfunded	14						3,194		3,194
PR024	Freestone Skate and Tennis Facility - Phase II	Future Bonds	12						3,350		3,350





## FY2016 - FY2025 Section Summary Detail Funding Sources and Ranks

PR076	Special Events Center	2006 GO Bonds 08	10	10,000								10,000
	Special Events Center	Future Bonds	10								18,648	18,648
	Special Events Center	PFMPC-2009 Bonds	10	7,929								7,929
PR078	Powerline Trail Drainage at Holliday Farms	General Fund	12	226				19				245
PR079	Crossroads Park NE Expansion - Phase II	Future Bonds	24				3,365					3,365
PR081	Hetchler Park South Pool	Future Bonds	16					405	3,300	3,050		6,755
PR082	Public Bike Park Facility	Beyond 10 Years	16								1,066	1,066
PR083	South Recharge Site Riparian Area	Future Bonds	10							48,500		48,500
PR084	Santan Vista Trail - Phase II	PFMPC-Future Bonds	34				220	2,000	50			2,270
PR085	Santan Vista Trail - Phase III	GO Bonds	11	1								1
	Santan Vista Trail - Phase III	Investment Income	11	3								3
	Santan Vista Trail - Phase III	PFMPC-Future Bonds	11							9,606		9,606
PR086	Chandler Heights Upper Basin - Delete this Project	Park SDF	38	0								0
	Chandler Heights Upper Basin - Delete this Project	PFMPC-2009 Bonds	38	0								0
	Chandler Heights Upper Basin - Delete this Project	PFMPC-Future Bonds	38		0	0	0	0	0			0
PR087	Southwest Activity Center/Field Complex	Beyond 10 years	10								27,659	27,659
	Southwest Activity Center/Field Complex	Park SDF	10	735								735
	Southwest Activity Center/Field Complex	PFMPC-2009 Bonds	10	24,087								24,087
PR089	Playground/Park Equipment	General Fund	19	236								236
	Playground/Park Equipment	GO Bonds	19	160								160
PR091	Freestone Park Basketball Courts	GO Bonds	14	170								170
PR092	Playground Shade Structures - Various Locations	General Fund	24				870					870
PR095	Trail Crossing Signals – Phase II	Federal Grant	13	534								534
	Trail Crossing Signals – Phase II	Park SDF	13	88	16							104
PR097	Santan Vista Trail – Phase IV	PFMPC-Future Bonds	29							710	1,231	1,941
PR098	Pool Repairs - Various Locations	Chandler USD	26	78								78
	Pool Repairs - Various Locations	General Fund	26	533								533
	Pool Repairs - Various Locations	Gilbert Public Schools	26	555								555



## FY2016 - FY2025 Section Summary Detail Funding Sources and Ranks

	Pool Repairs - Various Locations	GO Bonds	26	202							202
	Pool Repairs - Various Locations	Higley USD	26	31							31
PR101	Trail - Santan Freeway - Val Vista to Discovery Park	General Fund	34		140	1,650	850				2,640
PR102	Trail - San Tan 202 Freeway - Discovery Park to	PFMPC-Future Bonds	29					268	773	2,750	3,791
PR103	Playground Replacements - Various Park Sites	General Fund	29	900	416	516	469	129		1,216	40 3,686
PR104	Water Tower Plaza - System Repairs & Upgrades	General Fund	31			320					320
PR105	Pool Pump Pit Upgrades	General Fund	14	193							193
PR106	Pool Chemical Room Modifications	General Fund	15	280							280
PR107	Riparian Preserve Yurts	Beyond 10 years	6							162	162
PR108	Discovery Park Playground Structure	General Fund	24				95	615			710
PR109	Riparian Area at Water Ranch - Interpretive Sign	General Fund	32			165					165
PR110	Powerline Trail - Recker to Power Road	PFMPC-Future Bonds	8							1,669	1,669
PR111	Southeast Regional Library - Fountain Project	General Fund	36			130	800				930
PR112	Gilbert Youth Soccer Complex - Sprinkler Additions	Future Bonds	26			516	2,107				2,623
PR113	Western Powerline Trail - UPRR Grade Separated	CIP Outside Sources	42			1,451	1,451	1,451			4,353
	Western Powerline Trail - UPRR Grade Separated	General Fund	42		630						630
	Western Powerline Trail - UPRR Grade Separated	Outside Sources	42			1,451	1,451	1,451			4,353
PR114	Elliott District Park Repairs	CIP Outside Sources	21		2,500		22,000				24,500
	Elliott District Park Repairs	General Fund	21	4,543							4,543
PRNEW1	Town Store - Southeast Regional Library	General Fund	38				85				85
PRNEW2	Irrigation System Replacements	Future Bonds	38			280	3,659	497	6,049	1,393	11,878
PRNEW3	Irrigation Controller Replacements	General Fund	34			800			360	152	1,312
PRNEW4	American With Disabilities Act (ADA)	General Fund	42			210					210
PRNEW5	McQueen Activity Center Roof Resurface Project	General Fund	28		563						563
PRNEW6	Public Works replacement of AC units and Evap	Water Fund	22				147				147
PRNEW7	Santan Vista Trail - Phase V	Beyond 10 Years	6							1,765	1,765
PRNEW9	Freestone Recreation Center Roof Repair	General Fund	36		1,100						1,100
RD110	Vaughn Avenue Parking Structure	PFMPC Bonds	0	8,300							8,300



## FY2016 - FY2025 Section Summary Detail Funding Sources and Ranks

RD112	West Washington Street Parking Lot	General Fund	0						1,004		1,004
RD114	Downtown Transit Stops	State Grant	0	517							517
RD115	Saint Xavier University	General Fund	18	1,903							1,903
	Saint Xavier University	Revenue Bonds	18	38,402							38,402
RD116	Ash Street - Phase I	Env Svcs Com Fund	36		100						100
	Ash Street - Phase I	Env Svcs Res Fund	36		50						50
	Ash Street - Phase I	General Fund	36	265	775						1,040
	Ash Street - Phase I	Wastewater Fund	36		110						110
	Ash Street - Phase I	Water Fund	36		260						260
RD208	Southeast Corner Elliot and Gilbert	General Fund	0						1,872	156	2,028
RDNEW1	Park and Ride Enhancements	General Fund	28				100				100
RDNEW2	Heritage District Parkway Pedestrian Pathway	General Fund	34				100				100
RDNEW3	Heritage District Parking Garage II	General Fund	28				100				100
RDNEWA	Heritage District Water and Sewer Improvements	CDBG	30		474	402	54				930
RDNEWB	Gilbert Wellness and Resource Center	CDBG	30		496						496
ST054	Ocotillo Road - Greenfield to Higley	2007 Go Bonds 08	32	246							246
	Ocotillo Road - Greenfield to Higley	Future Bonds	32						20,711		20,711
ST057	Greenfield Road - Pecos to Germann	2007 GO Bonds 08	0	9,298							9,298
	Greenfield Road - Pecos to Germann	Investment Income	0	46							46
	Greenfield Road - Pecos to Germann	Wastewater Fund	0	97							97
	Greenfield Road - Pecos to Germann	Water Fund	0	219							219
ST058	Germann Road - Val Vista to Higley	2006 GO Bonds 08	0	157							157
	Germann Road - Val Vista to Higley	2007 GO Bonds 08	0	1,683							1,683
	Germann Road - Val Vista to Higley	Developer Contribution	0	181							181
	Germann Road - Val Vista to Higley	Investment Income	0	4							4
	Germann Road - Val Vista to Higley	MAG RTP Arterial Fund	0	10,893							10,893
	Germann Road - Val Vista to Higley	Water Fund	0	740							740
ST062	Higley and Williams Field Improvements	2006 GO Bonds 08	0	18,552							18,552



## FY2016 - FY2025 Section Summary Detail Funding Sources and Ranks

	Higley and Williams Field Improvements	Developer Contribution	0	98						98
	Higley and Williams Field Improvements	Investment Income	0	19						19
	Higley and Williams Field Improvements	Streets Fund	0	641						641
	Higley and Williams Field Improvements	Wastewater Fund	0	199						199
	Higley and Williams Field Improvements	Water Fund	0	600						600
	Higley and Williams Field Improvements	Water Replacement Fund	0	781						781
ST071	Baseline Road - Burk to Consolidated Canal	Future Bonds	32					2,658		2,658
ST078	Baseline Road - Greenfield to Power	City of Mesa	31					8,475		8,475
	Baseline Road - Greenfield to Power	Developer Contribution	31	90				215		305
	Baseline Road - Greenfield to Power	Future Bonds	31					8,474		8,474
	Baseline Road - Greenfield to Power	Investment Income	31	22						22
ST080	Recker Road - Ocotillo to Chandler Heights	Future Bonds	21					5,308		5,308
ST084	Hunt Highway - Val Vista to 164th Street	CIP Outside Sources	16	45						45
	Hunt Highway - Val Vista to 164th Street	Developer Contribution	16					888		888
	Hunt Highway - Val Vista to 164th Street	Developer Contributions	16	0						0
	Hunt Highway - Val Vista to 164th Street	Future Bonds	16					10,950		10,950
	Hunt Highway - Val Vista to 164th Street	Water Fund	16					1,115		1,115
ST094	Cooper and Guadalupe Intersection	2006 GO Bonds 08	43	1,571						1,571
	Cooper and Guadalupe Intersection	2007 GO Bonds 08	43	3,432	740	4,760				8,932
	Cooper and Guadalupe Intersection	Future Bonds	43			410				410
	Cooper and Guadalupe Intersection	MAG RTP Arterial Fund	43	5,530						5,530
	Cooper and Guadalupe Intersection	Water Fund	43	1,287						1,287
ST095	Williams Field Road - UPRR to Power	2006 GO Bonds 08	0	34,231						34,231
	Williams Field Road - UPRR to Power	CIP Outside Sources	0	1,217						1,217
	Williams Field Road - UPRR to Power	Wastewater Fund	0	920						920
	Williams Field Road - UPRR to Power	Wastewater SDF	0	435						435
	Williams Field Road - UPRR to Power	Water Fund	0	1,186						1,186
ST096	Recker Road - 660' North of Ray to 1,320' North	Developer Contribution	34				0			0



	Recker Road - 660' North of Ray to 1,320' North	Future Bonds	34			2,420					2,420
	Recker Road - 660' North of Ray to 1,320' North	Investment Income	34	14				0			14
ST098	Higley Road - Riggs to Hunt Highway	2007 GO Bonds 08	24	1,973							1,973
	Higley Road - Riggs to Hunt Highway	Future Bonds	24						9,125		9,125
	Higley Road - Riggs to Hunt Highway	Water Fund	24						0		0
ST099	Ocotillo Road - Val Vista to Greenfield	Future Bonds	26						10,577		10,577
ST100	Riggs Road - Val Vista to Recker	2006 GO Bonds 08	0	7,432							7,432
	Riggs Road - Val Vista to Recker	2007 GO Bonds 08	0	4,924							4,924
	Riggs Road - Val Vista to Recker	CIP Outside Sources	0	2,725							2,725
	Riggs Road - Val Vista to Recker	Wastewater Fund	0	132							132
	Riggs Road - Val Vista to Recker	Water Fund	0	452							452
ST102	Ocotillo Road - Recker to Power	Developer Contribution	24	2,269							2,269
	Ocotillo Road - Recker to Power	Future Bonds	24						0		0
	Ocotillo Road - Recker to Power	Streets Fund	24		700				971		1,671
ST103	Power Road - San Tan Freeway to Pecos Road	2007 GO Bonds 08	0	3,865							3,865
	Power Road - San Tan Freeway to Pecos Road	MAG RTP Arterial Fund	0	2,396							2,396
ST105	Elliot Road Improvements - Neely to Burk	Beyond 10 Years	29							425	425
	Elliot Road Improvements - Neely to Burk	Future Bonds	29						4,283		4,283
ST111	Bus Stop Passenger Improvements - Phase III	MAG RTP Transit Fund	0	1,400							1,400
ST112	Val Vista Drive - Appleby to Riggs	2006 GO Bonds 08	31	3,205							3,205
	Val Vista Drive - Appleby to Riggs	2007 GO Bonds 08	31	1,135							1,135
	Val Vista Drive - Appleby to Riggs	2007 GO Bonds 08-Future	31						4,775		4,775
	Val Vista Drive - Appleby to Riggs	2007 GO Bonds-Future	31						15,138		15,138
	Val Vista Drive - Appleby to Riggs	Water Fund	31						411		411
ST114	Lindsay Road - Queen Creek to Ocotillo	Future Bonds	31			5,507					5,507
ST115	Hunt Highway - Higley to Recker	Future Bonds	20							14,681	14,681
	Hunt Highway - Higley to Recker	Water Fund	20						884		884
ST116	Recker Road - Riggs to Hunt Highway	Beyond 10 Years	32							549	549





## FY2016 - FY2025 Section Summary Detail Funding Sources and Ranks

	Recker Road - Riggs to Hunt Highway	Future Bonds	32						7,359		7,359
	Recker Road - Riggs to Hunt Highway	General Fund	32		100						100
	Recker Road - Riggs to Hunt Highway	Water Fund	32						442		442
ST117	Lindsay Road - Pecos to Germann	Future Bonds	42			5,780					5,780
ST118	Warner Road - Power to 1/4 Mile West	Future Bonds	27						2,392		2,392
ST119	PM10 Paving	Streets Fund	30	850	510						1,360
ST120	Power Road - Guadalupe to Santan Freeway	MAG RTP Arterial Fund	33					7,427			7,427
ST126	Gilbert Road Median Landscaping	GO Bonds	0	388							388
ST127	Val Vista Drive - Riggs to Hunt Highway	Future Bonds	20						5,375		5,375
	Val Vista Drive - Riggs to Hunt Highway	Water Fund	20						0		0
ST128	Ray Road - Val Vista to Power	Beyond 10 Years	34							983	983
	Ray Road - Val Vista to Power	Future Bonds	34						14,204		14,204
ST129	Guadalupe and Gilbert Intersection	2006 GO Bonds 08	0	4,360							4,360
	Guadalupe and Gilbert Intersection	MAG RTP Arterial Fund	0	5,263							5,263
	Guadalupe and Gilbert Intersection	Water Fund	0	1,250							1,250
ST130	Warner and Greenfield Intersection	Future Bonds	19						7,000		7,000
	Warner and Greenfield Intersection	MAG RTP Arterial Fund	19						3,775		3,775
ST131	Ray and Gilbert Intersection	Future Bonds	35							7,615	7,615
ST132	Elliot and Gilbert Intersection	Future Bonds	41			2,750	8,076				10,826
	Elliot and Gilbert Intersection	MAG RTP Arterial Fund	41			739	840	0			1,579
ST133	Guadalupe and Val Vista Intersection	Future Bonds	35						8,795		8,795
	Guadalupe and Val Vista Intersection	MAG RTP Arterial Fund	35						3,775		3,775
ST134	Guadalupe and Power Intersection	Beyond 10 Years	22							502	502
	Guadalupe and Power Intersection	Future Bonds	22						6,926		6,926
ST135	Guadalupe and Greenfield Intersection	Future Bonds	29						12,971		12,971
	Guadalupe and Greenfield Intersection	MAG RTP Arterial Fund	29						417		417
	Guadalupe and Greenfield Intersection	Other	29						22		22
ST136	Elliot and Greenfield Intersection	Future Bonds	27						8,579		8,579



## FY2016 - FY2025 Section Summary Detail Funding Sources and Ranks

	Elliot and Greenfield Intersection	MAG RTP Arterial Fund	27						3,775		3,775
ST137	Elliot and Val Vista Intersection	Future Bonds	34					2,519	10,428		12,947
	Elliot and Val Vista Intersection	MAG RTP Arterial Fund	34						519		519
ST138	Elliot and Cooper Intersection	2007 GO Bonds-Future	38			3,006	1,134	9,686			13,826
ST139	Elliot and Higley Intersection	Future Bonds	27						7,601		7,601
	Elliot and Higley Intersection	MAG RTP Arterial Fund	27						3,693		3,693
ST145	Germann Road - Gilbert to Val Vista	CIP Outside Sources	42				13,503				13,503
	Germann Road - Gilbert to Val Vista	Future Bonds	42			4,657			0		4,657
	Germann Road - Gilbert to Val Vista	General Fund	42		2,544						2,544
ST146	Higley and Baseline Intersection	CIP Outside Sources	0	1,712							1,712
	Higley and Baseline Intersection	Developer Contribution	0	43							43
	Higley and Baseline Intersection	MAG RTP Arterial Fund	0	2,442							2,442
	Higley and Baseline Intersection	Wastewater Fund	0	1,953							1,953
	Higley and Baseline Intersection	Water Fund	0	81							81
ST147	Intersection and Circulation Improvement Master	2007 GO Bonds 08	0	100							100
	Intersection and Circulation Improvement Master	CIP Outside Sources	0	351							351
	Intersection and Circulation Improvement Master	General Fund	0	40							40
	Intersection and Circulation Improvement Master	Streets Fund	0	53							53
ST148	Neighborhood Streetlight Rehabilitation	Streets Fund	38	3,629	1,170	1,170					5,969
ST150	Higley Groves West Pavement Reconstruction	Streets Fund	0	3,511							3,511
ST151	McQueen Rd Median Landscaping	2006 GO Bonds 08	0	346							346
	McQueen Rd Median Landscaping	GO Bonds	0	360							360
ST152	Higley and Warner Improvements	2006 GO Bonds 08	0	4,055							4,055
	Higley and Warner Improvements	GO Bonds	0	3,299							3,299
ST154	Left-Turn Safety Enhancements	Streets Fund	36	145		162	162				469
ST155	ADA Transition Replacement - Ramps/Push	Streets Fund	38	375	150	390	390	390			1,695
ST156	Consolidated Canal Bridge Repair	Streets Fund	0	470							470
ST157	Constellation Way, South of Coldwater Blvd	Future Bonds	27						780	1,310	2,090



## FY2016 - FY2025 Section Summary Detail Funding Sources and Ranks

	Constellation Way, South of Coldwater Blvd	General Fund	27	38						38
	Constellation Way, South of Coldwater Blvd	Other	27					0		0
	Constellation Way, South of Coldwater Blvd	Streets Fund	27					0		0
ST158	Lindsay Road/SR 202 Traffic Interchange	Future Bonds	43		0					0
	Lindsay Road/SR 202 Traffic Interchange	General Fund	43		510	0				510
	Lindsay Road/SR 202 Traffic Interchange	Outside Sources	43			3,865	25,265			29,130
STNEW1	Higley & Pecos Improvements	Future Bonds	33			783				783
STNEW2	Gilbert Road Railroad Crossing Upgrade	Future Bonds	26				1,568			1,568
STNEW4	Williams Field Corridor High Capacity Transit	Future Bonds	32			100				100
	Williams Field Corridor High Capacity Transit	General Fund	32			0				0
STNEW5	Mesquite Street Sidewalk Improvements	Future Bonds	28				249			249
	Mesquite Street Sidewalk Improvements	Streets Fund	28				0			0
STNEW6	Arterial Streets Reconstruction	Streets Fund	32		1,755					1,755
STNEW7	Project combined with STNew6		37							
STNEW8	MEADOWBROOK VILLAGE Reconstruction	General Fund	36		858					858
STNEW9	Palm Street Improvements	General Fund	26		130	512				642
	Palm Street Improvements	Streets Fund	26			0				0
SW006	Commerce Avenue Drainage Improvements	Env Svcs Res Fund	0	1,156		2,373	970			4,499
	Commerce Avenue Drainage Improvements	General Fund	0	43						43
SW007	Sonoqui Wash Landscaping	Future Bonds	0					635		635
SWNEW1	170th and San Tan Boulevard Storm Drain	General Fund	28	0						0
	170th and San Tan Boulevard Storm Drain	Maricopa County	28	0						0
TS122	Higley and Warner	Signal SDF	0	415						415
TS123	Ray and Recker	Signal SDF	17	372						372
TS130	Val Vista and Baseline Signal Improvements	Signal SDF	29			332				332
	Val Vista and Baseline Signal Improvements	Streets Fund	29	37						37
TS131	Advanced Traffic Mgmt System - Phase III	Signal SDF	32					226	1,545	1,771
TS132	Advanced Traffic Mgmt System - Phase IV	Federal Grant	0		1,096					1,096



## FY2016 - FY2025 Section Summary Detail Funding Sources and Ranks

	Advanced Traffic Mgmt System - Phase IV	Signal SDF	0	283	98					381
TS133	Advanced Traffic Mgmt System - Phase V	Signal SDF	32					1,585		1,585
TS134	Advanced Traffic Mgmt System - Phase VI	Signal SDF	32					1,231		1,231
TS135	Advanced Traffic Mgmt System - Network CCTV	Streets Fund	0	257	144					401
TS144	Recker and Cooley Loop North	Signal SDF	23			389				389
TS145	Recker and Cooley Loop South	Signal SDF	23	31				389		420
TS146	Williams Field and Cooley Loop West	Signal SDF	21	32				389		421
TS147	Williams Field and Cooley Loop East	Signal SDF	25	32			389			421
TS150	Riggs and Recker	Signal SDF	23					391		391
TS151	Gilbert - Mesa Center to Center Communication	Streets Fund	0	185						185
TS152	Gilbert - Queen Creek Interconnect	Federal Grant	10	138						138
	Gilbert - Queen Creek Interconnect	Streets Fund	10	67						67
TS154	Val Vista and Ocotillo	Signal SDF	27	31				357		388
TS155	Val Vista and Chandler Heights	Signal SDF	26	31				352		383
TS156	Greenfield and Ocotillo	Signal SDF	35		384	7				391
TS157	Recker and Warner	Signal SDF	33			374				374
TS158	Recker and Ocotillo	Signal SDF	21					390		390
TS162	Higley and Coldwater	Signal SDF	25					352		352
TS165	Baseline Road Fiber Optic Infrastructure	Federal Grant	11	415						415
	Baseline Road Fiber Optic Infrastructure	Streets Fund	11	154						154
TS166	Fiber Optic Communications Infrastructure	Signal SDF	38					449		449
TS167	Traffic Ops Ctr Signal Subsystem Replacement	Streets Fund	0	483						483
TS168	Traffic Operations Center Video Wall Replacement	Signal SDF	35			125				125
TS169	Pecos Rd Conduit Installation - EMF & RWCD	Streets Fund	0	174						174
TS170	Adaptive Signal Control System - San Tan Village	Signal SDF	31			435				435
TS171	Gilbert and Vaughn	Signal SDF	0	300						300
TS172	Val Vista and Frye	Signal SDF	0	383						383
TS173	East Valley Travel Monitoring	Federal Grant	43		214					214



## FY2016 - FY2025 Section Summary Detail Funding Sources and Ranks

	East Valley Travel Monitoring	Streets Fund	43	38	43							81
TS174	Advanced Detection Safety Improvement	Signal SDF	28		165	165	165	165	825			1,485
TS176	Higley and Seville	Signal SDF	5	325								325
TS177	Lindsay and Settlers Point	Signal SDF	5	325								325
TS178	Higley and Willis/Portola Valley	Signal SDF	5	325								325
TS179	Higley and Agritopia Loop	Signal SDF	5	325								325
TS180	Baseline and Quinn - PROJECT CLOSED PER BRIAN	Streets Fund	0	300								300
TS181	Power Road and Verona Avenue	Streets Fund	33	41								41
TSNEW1	Williams Field and Palomino Creek	Signal SDF	33		409							409
TSNEW2	Queen Creek and 156th Street	Signal SDF	33		389							389
WA027	Well, 2 MG Reservoir and Pump Station	Water SDF	5	901					10,540			11,441
WA052	Water Rights - Phase I	Water Resources SDF	42	41,650	2,300							43,950
WA055	North WTP Chlorine Conversion	Water Fund	30	100		342	395			3,160		3,997
WA062	Reservoir, Pump Station and Well Conversion	Water Fund	9			0						0
	Reservoir, Pump Station and Well Conversion	Water SDF	9	916								916
	Reservoir, Pump Station and Well Conversion	WRMPC-Future Bonds	9			12,619						12,619
WA066	Meadows 12" Water Main	Water Fund	8	1,750								1,750
WA067	Zone 2 to Zone 4 Interconnect	Water SDF	11				808					808
WA070	Santan Vista Water Treatment Plant - Phase II	City of Chandler	44		10,090	22,860	7,595					40,545
	Santan Vista Water Treatment Plant - Phase II	Water Fund	44	658								658
	Santan Vista Water Treatment Plant - Phase II	WRMPC-Future Bonds	44	0	10,090	22,860	7,595					40,545
WA071	Ray - Recker Direct System Well	Water SDF	17	456				5,988				6,444
WA074	Reservoir #7 Tank Replacement and Site	Water Fund	5	14								14
	Reservoir #7 Tank Replacement and Site	Water Replacement Fund	5	6,532								6,532
WA081	Direct System Well	Water SDF	19	2						5,822		5,824
WA083	Water Rights - WMA Settlement	Water Fund	42	10,048		11,700						21,748
WA087	Well Blending Pipeline	Water Fund	13	830								830
WA088	Trend Homes Direct System Well Conversion	Water SDF	28	646								646



## FY2016 - FY2025 Section Summary Detail Funding Sources and Ranks

	Trend Homes Direct System Well Conversion	WRMPC-2007 Bonds	28	13							13
	Trend Homes Direct System Well Conversion	WRMPC-Future Bonds	28			277	2,940				3,217
WA089	Reservoir #3 Tank Replacement and Site	Water Fund	10	218							218
	Reservoir #3 Tank Replacement and Site	Water Replacement Fund	10	2,747							2,747
WA093	Well Site Upgrades at Various Sites	Water Fund	41	2,141	512						2,653
WA094	Water Rights - Phase II	Water Resources SDF	40		2,600	2,400	2,500				7,500
	Water Rights - Phase II	WRMPC-Future Bonds	40			12,000		10,000	2,352		24,352
WA097	Arsenic Treatment Facility Relocation	Water Fund	15	1,000							1,000
WA098	San Carlos Apache Tribe 100 Year Water Rights	Water Resources SDF	15			11,000					11,000
WA099	NWTP - Chemical Line Containment	Water Fund	10	366	475						841
WA100	NWTP - Backwash Pumps	Water Fund	30		1,012						1,012
WA101	Waterline Extension - McQueen Road/Industrial	Water Fund	9	1,308							1,308
WA102	Waterline Extension - Desert Lane to San Angelo	Water Fund	11		875						875
WA103	NWTP South Reservoir Roof Replacement	Water Replacement Fund	30		685						685
WA105	Fiesta Tech Radio Expansion	Water Fund	10		115						115
WA106	NIA Priority CAP Water Acquisition	Water Fund	42			600	600	600	600		2,400
WANEW2	NWTP - Finished water pump #10	Water Fund	26			1,919					1,919
WANEW3	NWTP - LLP VFD replacement 2021- LRIP	Water Repl Fund	26		300					300	600
WANEW4	NWTP - Finished water VFD replacement - LRIP	Water Repl Fund	26		98	963					1,061
WANEW5	Combined this project with waneW3		26								
WANEW6	Constellation Way Water Main	Water SDF	32		389						389
WW044	Reclaimed Water Valve Stations	Wastewater Fund	28	297		874					1,171
	Reclaimed Water Valve Stations	Wastewater SDF	28	88							88
WW069	Relief Sewers	Wastewater Fund	34			0		5,550		0	5,550
WW070	Candlewood Lift Station and Force Main	Wastewater Fund	29	16							16
	Candlewood Lift Station and Force Main	Wastewater SDF	29	196							196
	Candlewood Lift Station and Force Main	WRMPC-Future Bonds	29			1,577	7,026				8,603
WW072	Germann and Higley - 18" Reclaimed Water Main	WRMPC-Future Bonds	15			352	4,381				4,733



## FY2016 - FY2025 Section Summary Detail Funding Sources and Ranks

WW075	Greenfield Water Reclamation Plant - Phase III	Wastewater Fund	39	562								562
	Greenfield Water Reclamation Plant - Phase III	WRMPC-Future Bonds	39		2,950	6,600	18,700	13,900				42,150
WW077	South Recharge Site - Phase II	WRMPC-Future Bonds	37			941	4,592					5,533
WW078	GWRP Reclaimed Water Pump Station Expansion	WRMPC-Future Bonds	28			1,482						1,482
WW080	Santan Lift Station Odor Control Conversion	Wastewater Fund	4	717								717
WW083	Reclaimed Water Reservoir #1 Rehabilitation	Wastewater Fund	28	1,245	350							1,595
WW089	Reclaimed Water Recovery Well at Elliot District	Wastewater SDF	23	451								451
	Reclaimed Water Recovery Well at Elliot District	WRMPC-Future Bonds	23					1,534				1,534
WW091	Lift Station Odor Scrubber Replacements	Wastewater Replacement Fund	15	1,420								1,420
WW092	EMF 12" Reclaimed Water Line	Wastewater Fund	30	1,845								1,845
WW093	Monitor Well Replacements	Wastewater Fund	5	750								750
WW094	South Recharge Facility/ optional other site - 4	WRMPC-Future Bonds	22					8,640				8,640
WW095	Reclaimed Water Line Extension in Chandler	WRMPC-Future Bonds	28			1,617						1,617
WW096	Riparian Preserve Distribution Structure Expansion	WRMPC-Future Bonds	29						1,447			1,447
WW097	GWRP - Various Plant Improvements	Wastewater Fund	28	687								687
	GWRP - Various Plant Improvements	Wastewater SDF	28		644	1,970	950	935	767			5,266
WW099	Fiesta Tech Sewer Service & Lift Station	Wastewater Fund	34	425	3,210							3,635
WWNEW1	Alternative Recovery Well R-5, McQueen Park	Wastewater SDF	34		840							840
WWNEW2	Layton Lakes Lift Station Force Mains	Wastewater Repl Fund	44		4,018	1,987						6,005
		<b>Total Capital Sources</b>		<b>406,540</b>	<b>69,094</b>	<b>180,468</b>	<b>290,828</b>	<b>83,119</b>	<b>99,887</b>	<b>474,612</b>	<b>96,790</b>	<b>1,701,338</b>



## Council Communication

**TO:** Honorable Mayor and Councilmembers

**FROM:** Linda Edwards, AICP, Planning Manager, (480) 503-6750

**MEETING DATE:** May 14, 2015

**SUBJECT:** Z14-15-E – Land Development Code Amendment

**STRATEGIC INITIATIVE:** Community Livability

The proposed text amendments represent the product of a comprehensive review undertaken to promote more flexibility for certain types of new development, and provide for better regulation clarity in general. Community livability is directly affected by the efficiency and effectiveness of Land Development Code implementation.

### **RECOMMENDED MOTION**

Move to adopt the attached Ordinance approving Z14-15-E.

### **BACKGROUND/DISCUSSION**

#### **History**

<i>Date</i>	<i>Action</i>
<i>July 2, 2014</i>	Planning Commission conducted a Citizen Review meeting and initiated the Land Development Code Cleanup (Z14-15).
<i>April 1, 2015</i>	Planning Commission held a Study Session to discuss the initial staff analysis and recommendation for Part E.
<i>April 9, 2015</i>	Design Review Board held a Study Session to discuss the initial staff analysis and recommendation for Part E.
<i>May 6, 2015</i>	Planning Commission will consider a recommendation to approve Part E.



Since the Planning Commission's initiation of Z14-15 (July 2, 2014), a text amendment intended to facilitate the comprehensive clean-up of the Land Development Code (LDC); the Town Council has approved four distinct "batches" [A, B, C & D] dealing with a range of LDC issues requiring clarity, modernization or enhancement. The purpose of part E, the subject text amendment, is to address Town Council direction regarding the Design Review Board (DRB). Specifically, this text amendment seeks to enhance the make-up of the DRB membership and to add opportunities for administrative design review.

## **1. DRB Membership**

The Land Development Code (LDC) currently specifies how various board and commission vacancies are filled. During a study session meeting held December 12, 2013, the DRB discussed the benefits and limitations of the current DRB makeup and reviewed feedback from the Small Business Alliance about adding business owners or individuals with experience in Crime Prevention through Environmental Design (CPTED). Still, the DRB encouraged a mix of members and expressed the value of having a diverse board. They felt that the current membership offered a good combination of design professionals with specialty areas. Members agreed that CPTED or safety issues are addressed by staff, architects on the Board, or the police as part of the required reviews prior to building permits.

In light of these comments, the Town Council asked staff for further consideration of DRB membership during their March 4, 2014 study session. Staff investigated how other Arizona communities (Mesa, Litchfield Park, Scottsdale, Tucson, and Chandler) organize their design review boards as background. The make-up varies considerably by jurisdiction, and some design review boards include council members or planning commission members along with citizens from the design professions. The composition of Mesa's design review board is the most similar to Gilbert's.

### **Proposed Zoning Code Amendment**

Planning staff proposes changes to the LDC to enhance membership on the DRB.

**Chapter 1 Zoning Regulations, Division 5 Administration, Article 5.1 Planning Administration, Section 5.108 Design Review Board, Part 5.108.A. Creation, Membership, and Terms of Office.**

Section 5.108.A. Creation, Membership, and Terms of Office is hereby amended to read as follows (additions in ALL CAPS UNDERLINE; deletions in ~~strikeout~~):

#### **5.108 Design Review Board**

\* \* \*

##### **A. *Creation, Membership, and Terms of Office.***

1. The Design Review Board shall consist of 7 regular members and one alternate member appointed by the Town Council. New members of the Design Review

Board shall reside in the Town. A change of residence from the Town of any member shall create a vacancy as of the date of such change of residence. The membership shall include ANY COMBINATION OF THE FOLLOWING ~~at least~~:

- a. ~~One~~A civil engineer;
- b. ~~One~~A landscape architect;
- c. ~~One~~AN architect other than a landscape architect; ~~and~~
- d. ~~One~~A construction industry representative;
- E. A BUSINESS OWNER OR REAL ESTATE BROKER; AND
- F. A PRIVATE CITIZEN.

\* \* \*

## **2. Administrative Design Review**

The LDC allows for certain smaller projects to be processed through an administrative design review; as opposed to a minor design review or full Design Review Board public hearing process. LDC section 5.602.B.1 lists the various project attributes that would qualify a project for the administrative review process.

During a study session meeting held December 12, 2013, the DRB discussed feedback from the Small Business Alliance about whether opportunities exist to delegate additional project types to staff. Members emphasized the benefits of transparent decision making that occurs during public meetings and the importance of public involvement. They also felt the DRB's expertise was invaluable when it comes to recognizing design changes that are too expensive or impractical. However, members expressed flexibility as it related to building additions and remarked that they trust staff's focus on quality. There was some debate about the size limit of additions qualifying for administrative review.

With these comments in mind, the Town Council asked staff during their March 4, 2014 study session for further analysis of administrative design review. Staff returned to Town Council with an initial code amendment on March 5, 2015. Ordinance No. 2524 codified the historical practice of allowing relatively small new buildings to be approved through an administrative design review as long as there are no substantial changes to the overall existing or approved site plan.

Two more instances have been identified where design review is currently or may be handled by staff. First, open space plans for subdivision plats less than 20 acres in size are currently reviewed and approved by staff as part of the preliminary plat process so staff recommends adding the clarifying language below. Second, recent building additions have demonstrated the efficiency of staff review in employment zoning districts, especially when the addition matches

the existing structure and minimal site changes are proposed. Staff also recommends additional language for building additions.

### **Proposed Zoning Code Amendment**

Planning staff proposes changes to the LDC to add and clarify opportunities for administrative design review.

### **Chapter 1 Zoning Regulations, Division 5 Administration, Article 5.6 Design Review, Section 5.602 Procedures and Responsibility**

Section 5.602.B Administrative Design Review is hereby amended to read as follows (additions in ALL CAPS UNDERLINE; deletions in ~~strikeout~~):

#### **5.602 Procedures and Responsibility**

\* \* \*

B. Administrative Design Review. Administrative design review shall be conducted by the Director. The Director may refer any application for administrative design review to the Design Review Board or, in the Heritage District Overlay Zoning District, the Redevelopment Commission for action.

1. Scope of Administrative Design Review Authority. The Director shall conduct administrative design review of applications for:

a. Within a previously approved site plan, new structures of 3,000 square feet or less, and additions of 3,000 square feet or less to an existing or approved building;

B. FOR EMPLOYMENT ZONING DISTRICTS, ADDITIONS TO AN EXISTING OR APPROVED BUILDING WITHIN A PREVIOUSLY APPROVED SITE PLAN THAT ARE LESS THAN 50 PERCENT OF THE GROSS FLOOR AREA.

bC. Minor revisions to approved Final Design Review plans that meet the standards of the Zoning Code, will not expand, intensify, or substantially change any approved site plan, landscape plan, or structure, and are consistent with the intent of the original approval;

cD. Changes to colors and materials in an existing or approved project that do not substantially change the appearance of the site or its structure;

dE. The addition of 2 residential standard plans to an approved standard plan application;

eF. Residential standard plan transfers in accordance with policies adopted by the Design Review Board;

- fG. Locations of outdoor retail sales and merchandise displays not designated on a Final Design Review plan;
- gH. Signs that are not part of an approved Comprehensive Sign Program, Master Sign Plan, Heritage Sign Plan, or Final Design Review; and
- hI. Minor amendments to a Comprehensive Sign Program, Master Sign Plan, or Heritage Sign Plan, where such changes are determined to have little or no visual impact and are consistent with the intent of the original approval; and
- iJ. Comprehensive Sign Programs and Heritage Sign Plans that comply with the requirements of Article 4.4; AND.
- K. OPEN SPACE PLANS FOR A SUBDIVISION LESS THAN 20 ACRES AS PART OF THE PRELIMINARY PLAT REVIEW.

\* \* \*

### **PUBLIC NOTIFICATION AND INPUT**

A notice of public hearing was published in a newspaper of general circulation in the Town, and an official notice was posted in all the required public places within the Town.

A Citizen Review was held at the Planning Commission Study Session on July 2, 2014. No citizen provided public comment on this item.

The Gilbert Chamber of Commerce Policy Committee reviewed the proposed text amendment on April 22, 2015 and supports the revisions. The Small Business Alliance has reviewed the changes and comments have not been submitted as of yet.

The Planning Commission will review this amendment on May 6, 2015.

### **LEGAL REVIEW**

The Ordinance was reviewed for form by Attorney Jack Vincent.

### **FINANCIAL IMPACT**

There are no increases to the annual budget expected as a result of this text amendment.

### **WATER IMPACT**

This text amendment is not expected to impact the Town's forecasted demand for water resources.

**STAFF RECOMMENDATION**

Adopt an ordinance for Z14-15-E, amending the Land Development Code.

Respectfully submitted,

Linda Edwards, AICP  
Planning Manager

**Attachments:**

- 1) Notice of Public Hearing
- 2) Ordinance

**Approved By****Approval Date**

Linda Edwards

4/30/2015 11:47 AM

Kyle Mieras

5/4/2015 11:16 AM

Jack Vincent

5/4/2015 1:07 PM

Cris Parisot

5/4/2015 11:45 AM



**Z14-15-E: LDC Amendment  
ATTACHMENT 1 –  
NOTICE OF PUBLIC HEARING**

**NOTICE OF PUBLIC HEARING**

PURSUANT TO ARS Sections 39-204 & 9-462.04, NOTICE IS HEREBY GIVEN OF PUBLIC HEARING in the Town of Gilbert, Arizona, relating to the following requests for changes in land use regulations:

**Z14-15-E** - Request to amend the Town of Gilbert Land Development Code, Chapter 1 Zoning Regulations, Division 5 Administration, Article 5.1 Planning Administration, Section 5.108 Design Review Board related to board membership requirements; and Article 5.6 Design Review, Section 5.602 Procedures and Responsibilities related to administrative design review for building expansions and subdivision open space plans. The effect of these amendments will be to add membership categories to the Design Review Board, to add administrative design review for building expansions in Employment zoning districts and to clarify administrative design review for subdivision open space plans.

**The applications and project files may be viewed by the public Monday through Thursday, 7:00 am to 6:00 pm at the Town of Gilbert, Planning and Development Services office located at 90 East Civic Center Drive, Gilbert, AZ. Written comments may be sent to Town of Gilbert, Planning and Development Services, 90 East Civic Center Drive, Gilbert, AZ 85296. Written comments may also be submitted at the public hearing. Any interested person may appear and be heard at the following public hearing:**

**The Town Council will hold a public hearing and discussion on Zoning matters set forth above, and may vote to approve, approve with conditions, or deny the requests set forth above at its meeting on:**

**Town Council: Thursday, May 14, 2015 at 6:30 p.m.  
Gilbert Municipal Center, Council Chambers, 50 East Civic Center Drive, Gilbert, AZ**

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Catherine A. Templeton, Town Clerk

**Z14-15-E: LDC Amendment  
ATTACHMENT 2 –  
DRAFT ORDINANCE**

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE COMMON COUNCIL OF THE TOWN OF GILBERT, ARIZONA, AMENDING THE LAND DEVELOPMENT CODE OF GILBERT, ARIZONA, CHAPTER I ZONING REGULATIONS, DIVISION 5 ADMINISTRATION, ARTICLE 5.1 PLANNING ADMINISTRATION, SECTION 5.108 DESIGN REVIEW BOARD, RELATED TO BOARD MEMBERSHIP REQUIREMENTS; AND ARTICLE 5.6 DESIGN REVIEW, SECTION 5.602 PROCEDURES AND RESPONSIBILITIES, RELATED TO ADMINISTRATIVE DESIGN REVIEW FOR BUILDING EXPANSIONS AND SUBDIVISION OPEN SPACE PLANS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING PENALTIES.

WHEREAS, Gilbert strives to foster and maintain the qualities of a safe, healthy, clean, attractive and family-oriented community; and

WHEREAS, the membership of the Design Review Board historically has fostered a diverse mix of individuals, has offered a suitable combination of design professionals and has proven the benefits of transparent decision making and public involvement; and

WHEREAS, the ability of administrative design review to achieve desired community design outcomes has been well demonstrated with regard to building expansions in the employment zoning districts; and

WHEREAS, the Council has determined that the proposed Land Development Code text amendment will provide for the efficient regulation of the Design Review Board membership and administrative design of certain building expansions, and it is in the best interest of the public health, safety and general welfare of the Town to adopt the proposed text amendment; and

WHEREAS, all required public notice was provided and all required public meetings and hearings were held in accordance with applicable state and local laws;

NOW THEREFORE, BE IT ORDAINED by the Common Council of the Town of Gilbert, Arizona, as follows:

Section I.     In General.



The Land Development Code of Gilbert, Arizona, Chapter I Zoning Regulations, Division 5 Administration, Article 5.1 Planning Administration, Section 5.108 Design Review Board, is hereby amended to read as follows (additions in ALL CAPS; deletions in ~~strikeout~~):

### **5.108 Design Review Board**

\* \* \*

#### **A. *Creation, Membership, and Terms of Office.***

1. The Design Review Board shall consist of 7 regular members and one alternate member appointed by the Town Council. New members of the Design Review Board shall reside in the Town. A change of residence from the Town of any member shall create a vacancy as of the date of such change of residence. The membership shall include ANY COMBINATION OF THE FOLLOWING ~~at least~~:
  - a. ~~One~~ A civil engineer;
  - b. ~~One~~ A landscape architect;
  - c. ~~One~~ AN architect other than a landscape architect; ~~and~~
  - d. ~~One~~ A construction industry representative;
  - E. A BUSINESS OWNER OR REAL ESTATE BROKER; AND
  - F. A PRIVATE CITIZEN.

\* \* \*

The Land Development Code of Gilbert, Arizona, Chapter I Zoning Regulations, Division 5 Administration, Article 5.6 Design Review, Section 5.602 Procedures and Responsibility is hereby amended to read as follows (additions in ALL CAPS; deletions in ~~strikeout~~):

### **5.602 Procedures and Responsibility**

\* \* \*

- #### **B. *Administrative Design Review.***
- Administrative design review shall be conducted by the Director. The Director may refer any application for administrative design review to the Design Review Board or, in the Heritage District Overlay Zoning District, the Redevelopment Commission for action.

1. *Scope of Administrative Design Review Authority.* The Director shall conduct administrative design review of applications for:
  - a. Within a previously approved site plan, new structures of 3,000 square feet or less, and additions of 3,000 square feet or less to an existing or approved building;
  - B. FOR EMPLOYMENT ZONING DISTRICTS, ADDITIONS TO AN EXISTING OR APPROVED BUILDING WITHIN A PREVIOUSLY APPROVED SITE PLAN THAT ARE LESS THAN 50 PERCENT OF THE GROSS FLOOR AREA.
  - bC. Minor revisions to approved Final Design Review plans that meet the standards of the Zoning Code, will not expand, intensify, or substantially change any approved site plan, landscape plan, or structure, and are consistent with the intent of the original approval;
  - eD. Changes to colors and materials in an existing or approved project that do not substantially change the appearance of the site or its structure;
  - dE. The addition of 2 residential standard plans to an approved standard plan application;
  - eF. Residential standard plan transfers in accordance with policies adopted by the Design Review Board;
  - fG. Locations of outdoor retail sales and merchandise displays not designated on a Final Design Review plan;
  - gH. Signs that are not part of an approved Comprehensive Sign Program, Master Sign Plan, Heritage Sign Plan, or Final Design Review; and
  - hI. Minor amendments to a Comprehensive Sign Program, Master Sign Plan, or Heritage Sign Plan, where such changes are determined to have little or no visual impact and are consistent with the intent of the original approval; ~~and~~
  - iJ. Comprehensive Sign Programs and Heritage Sign Plans that comply with the requirements of Article 4.4; AND.
  - K. OPEN SPACE PLANS FOR A SUBDIVISION LESS THAN 20 ACRES AS PART OF THE PRELIMINARY PLAT REVIEW.

\* \* \*

Section II. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this Ordinance or any part of the Code adopted herein by reference, are hereby repealed.

Section III. Providing for Severability.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the Code adopted herein by reference, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section IV. Providing for Penalties

Any person found responsible for violating the provisions set forth in this ordinance shall be subject to the civil sanctions and habitual offender provisions set forth in Sections 5.1205 and 5.1206 of the Town of Gilbert Land Development Code. Each day a violation continues, or the failure to perform any act or duty required by this zoning ordinance, the Zoning Code or by the Town of Gilbert Municipal Court continues, shall constitute a separate civil offense.

PASSED AND ADOPTED by the Common Council of the Town of Gilbert, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by the following vote:

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_ ABSENT: \_\_\_\_\_

EXCUSED: \_\_\_\_\_ ABSTAINED: \_\_\_\_\_

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
John W. Lewis, Mayor

ATTEST:

\_\_\_\_\_  
Catherine A. Templeton, Town Clerk

Ordinance No. \_\_\_\_\_

Page \_\_\_\_ of \_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
L. Michael Hamblin, Town Attorney

I, CATHERINE A. TEMPLETON, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE  
AND CORRECT COPY OF THE ORDINANCE NO. \_\_\_\_\_ ADOPTED BY THE  
COMMON COUNCIL OF THE TOWN OF GILBERT ON THE \_\_\_\_ DAY OF  
\_\_\_\_\_, 20\_\_, WAS POSTED IN FOUR PLACES ON THE \_\_\_\_ DAY OF  
\_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Catherine A. Templeton, Town Clerk



## Council Communication

**TO:** Honorable Mayor and Councilmembers

**FROM:** Jason Kerby, Project Manager, 503-6198

**MEETING DATE:** May 14, 2015

**SUBJECT:** Approve a resolution to acquire right of way (ROW) on parcels 304-27-013N and 304-27-016S for the Higley Road and Agritopia Loop traffic signal project, CIP Project No. TS179 and authorize the mayor to execute the required documents.

**STRATEGIC INITIATIVE:** Infrastructure

The project supports Gilbert's strategic initiative for Infrastructure as it expands the transportation system to meet the needs of Gilbert's citizens.

### **RECOMMENDED MOTION**

A motion to approve a resolution authorizing the acquisition of ROW and easements on parcels 304-27-013N and 304-27-016S (Johnston Farms) for the Higley and Agritopia Loop improvement project, CIP Project No. TS179, and authorize the mayor to execute the required documents.

### **BACKGROUND/DISCUSSION**

This TS179 project is identified in the FY 2015-19 Capital Improvement Plan (CIP) and provides for the design and construction of an arterial traffic signal at the intersection of Higley Road and Agritopia Loop.

Current traffic movement counts warrant the construction of this traffic signal. The signal will allow for signaled left, north bound, turn movements from both Agritopia and Higley Park subdivisions onto Higley Road, improving access to SR202.

This resolution will authorize Staff to accept the dedication of ROW on the following parcels: 304-27-013N and 304-27-016S, (Johnston Farms).

The resolution was reviewed for form by Susan Goodwin, Special Counsel.

### **FINANCIAL IMPACT**

This project is included in the FY 2015-19 CIP as project number TS179 and is funded through Traffic Signal SDFs. There will be no financial impact to the project with this resolution as the needed ROW will be dedicated to Gilbert.

The financial impact has been reviewed by Cris Parisot, Management and Budget Analyst.

### **STAFF RECOMMENDATION**

Staff recommends approval of the resolution.

Respectfully submitted,

Jason Kerby  
Project Manager

**Approved By**

Eliana Hayes  
Kenneth Morgan  
Jack Vincent  
Cris Parisot

**Approval Date**

4/27/2015 1:31 PM  
5/5/2015 9:35 AM  
5/5/2015 4:09 PM  
5/5/2015 1:14 PM

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE COMMON COUNCIL OF THE TOWN OF GILBERT, ARIZONA, AUTHORIZING THE ACQUISITION OF CERTAIN REAL PROPERTY IN THE TOWN FOR RIGHT-OF-WAY AND EASEMENT PURPOSES FOR CIP PROJECT NO **TS179 HIGLEY AND AGRITOPIA LOOP** AUTHORIZING AND DIRECTING THE MAYOR, TOWN MANAGER AND TOWN ATTORNEY TO ACQUIRE TITLE TO SUCH REAL PROPERTY ON BEHALF OF THE TOWN BY DONATION, EMINENT DOMAIN OR PURCHASE FOR AN AMOUNT NOT TO EXCEED FAIR MARKET VALUE OF THE PROPERTY, PLUS ACQUISITION AND CLOSING COSTS.

WHEREAS, the continued growth and development of the Town of Gilbert requires the acquisition of certain real property for Capital Improvements Project No. ST152 HIGLEY AND WARNER ROADS IMPROVEMENTS described in the Capital Improvements Plan approved by the Town Council (“Project”), which real property is generally described in Exhibit A (*parcel numbers 304-27-013N and 304-27-016S, (JOHNSTON FARMS)*), attached hereto and made a part hereof; and

WHEREAS, the Common Council of the Town of Gilbert finds that acquisition of the property described is necessary for public right-of-way and easement purposes for the Project, and it is in the public interest to acquire such property; and

WHEREAS, the Common Council of the Town of Gilbert has considered alternatives available to it, has balanced the public good and the private injury resulting from the acquisition of the property, and has determined that locating the public improvements on the property results in the greatest public good and the least private injury.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE TOWN OF GILBERT, ARIZONA:

That the Mayor, Town Manager and Town Attorney are hereby authorized and directed to acquire title to and possession of the real property generally described in Exhibit A, plus any additional real property required for completion of the Project as determined by the final engineering plans, by donation, eminent domain or purchase for an amount not to exceed fair market value, plus acquisition and closing costs; and

BE IT FURTHER RESOLVED, that the Mayor, Town Manager and Town Attorney are authorized to perform all acts necessary to acquire said property for the purposes described in this resolution on behalf of the Town.



PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF  
GILBERT, ARIZONA THIS 14<sup>th</sup> DAY OF MAY, 2015.

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_ ABSENT: \_\_\_\_\_

EXCUSED: \_\_\_\_\_ ABSTAINED: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_, Mayor

ATTEST:

\_\_\_\_\_  
Catherine A. Templeton, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
L. Michael Hamblin  
Town Attorney

Resolution No. \_\_\_\_\_  
Page 3 of 2

## **EXHIBIT A**

**EXHIBIT "A"**

**DESCRIPTION  
FOR  
PUBLIC UTILITY EASEMENT  
PORTION OF APN 304-27-013N**

A PARCEL OF LAND SITUATED IN A PORTION THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 6 EAST OF GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 22, BEING MARKED BY A BRASS CAP IN HANDHOLE, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 22, BEING MARKED BY AN ALUMINUM CAP FLUSH, BEARS NORTH 00 DEGREES 26 MINUTES 43 SECONDS WEST, 2633.68 FEET;

THENCE NORTH 00 DEGREES 26 MINUTES 43 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 22, 1355.32 FEET;

THENCE DEPARTING SAID EAST LINE, SOUTH 89 DEGREES 33 MINUTES 17 SECONDS WEST, 65.00 FEET TO THE WEST RIGHT OF WAY LINE OF HIGLEY ROAD AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE DEPARTING SAID WEST LINE, SOUTH 44 DEGREES, 29 MINUTES 30 SECONDS WEST, 28.32 FEET TO THE NORTH RIGHT OF WAY LINE OF AGRITOPIA LOOP;

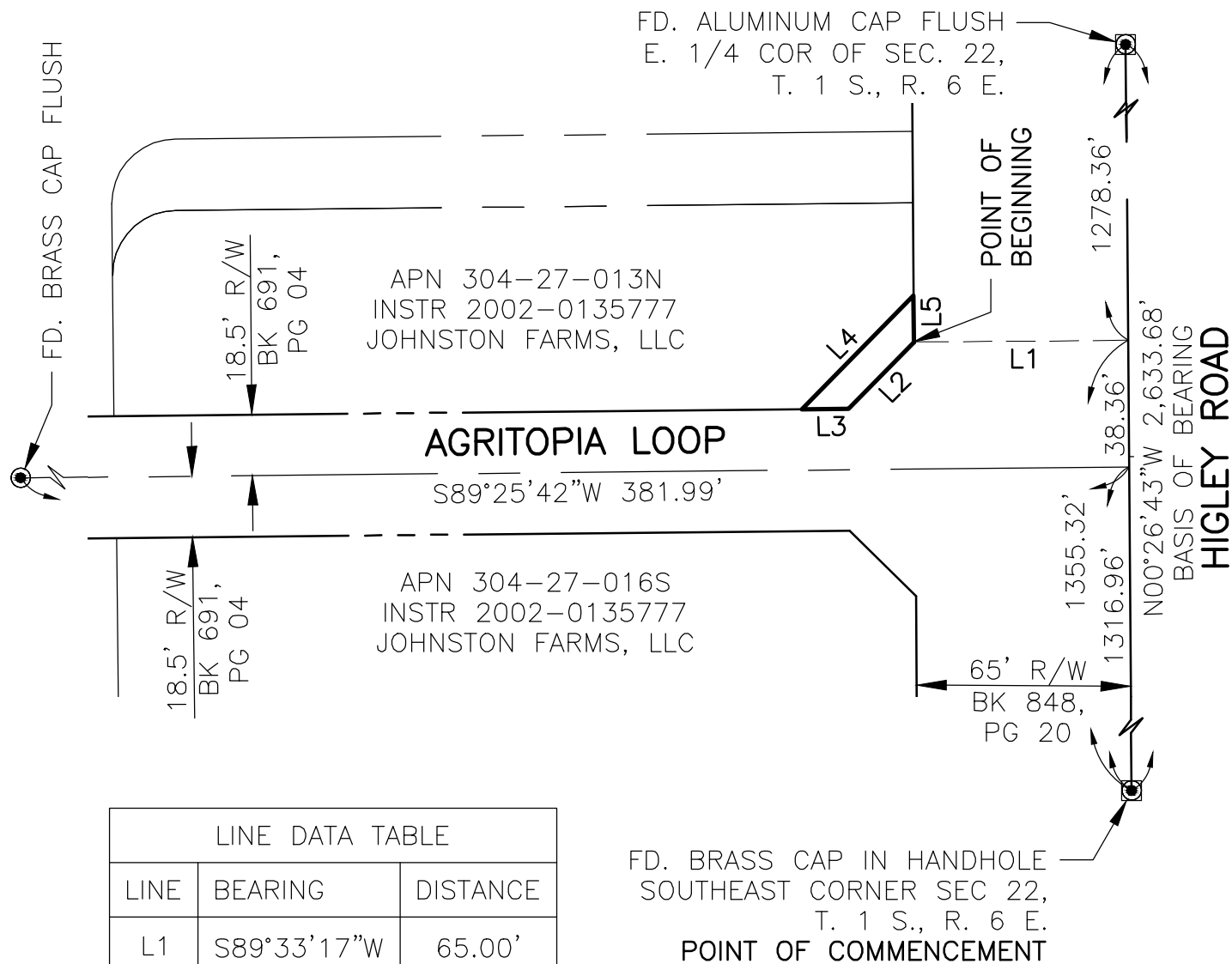
THENCE SOUTH 89 DEGREES 25 MINUTES 42 SECONDS WEST, ALONG AND WITH SAID NORTH RIGHT OF WAY LINE, 14.16 FEET;

THENCE DEPARTING SAID NORTH LINE, NORTH 44 DEGREES, 29 MINUTES, 30 SECONDS EAST, 48.36 FEET TO THE AFORESAID WEST RIGHT OF WAY LINE OF HIGLEY ROAD;

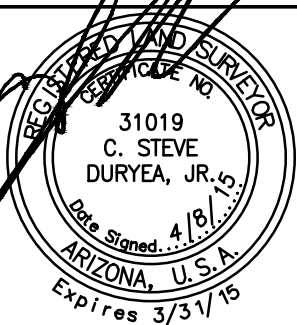
THENCE SOUTH 00 DEGREES 26 MINUTES 43 SECONDS EAST, ALONG AND WITH SAID WEST RIGHT OF WAY LINE, 14.16 FEET TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 383 SQUARE FEET OR 0.009 ACRES OF LAND, MORE OR LESS.

THE ATTACHED EXHIBIT 'A' IS TO BE INCLUDED AND MADE PART OF THIS DESCRIPTION.





**Dibble  
Engineering**



Dibble Engineering  
Project No 101466

**EXHIBIT "A"**  
**PUBLIC UTILITY EASEMENT**

A PORTION OF THE NE 1/4 SECTION 22,  
TOWNSHIP 1 SOUTH, RANGE 6 EAST, GILA &  
SALT RIVER MERIDIAN, MARICOPA COUNTY, AZ

DATE: APR 2015

DRN: BAR

CHK: CSD

PAGE 2 OF 2

## EXHIBIT "A"

### DESCRIPTION FOR PUBLIC UTILITY EASEMENT PORTION OF APN 304-27-016S

A PARCEL OF LAND SITUATED IN A PORTION THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 6 EAST OF GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 22, BEING MARKED BY A BRASS CAP IN HANDHOLE, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 22, BEING MARKED BY AN ALUMINUM CAP FLUSH, BEARS NORTH 00 DEGREES 26 MINUTES 43 SECONDS WEST, 2633.68 FEET;

THENCE NORTH 00 DEGREES 26 MINUTES 43 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 22, 1278.32 FEET;

THENCE DEPARTING SAID EAST LINE, SOUTH 89 DEGREES 33 MINUTES 17 SECONDS WEST, 65.00 FEET TO THE WEST RIGHT OF WAY LINE OF HIGLEY ROAD AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE SOUTH 00 DEGREES 26 MINUTES 43 SECONDS EAST, ALONG AND WITH SAID WEST RIGHT OF WAY LINE, 14.13 FEET;

THENCE DEPARTING SAID WEST LINE, NORTH 45 DEGREES, 30 MINUTES, 30 SECONDS WEST, 48.21 FEET TO THE SOUTH RIGHT OF WAY LINE OF AGRITOPA LOOP;

THENCE NORTH 89 DEGREES 25 MINUTES 42 SECONDS EAST, ALONG AND WITH SAID SOUTH LINE, 14.13 FEET;

THENCE DEPARTING SAID SOUTH LINE, SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, 28.25 FEET TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 382 SQUARE FEET OR 0.009 ACRES OF LAND, MORE OR LESS.

THE ATTACHED EXHIBIT 'A' IS TO BE INCLUDED AND MADE PART OF THIS DESCRIPTION.



APN304-27-016S\_PUE-SOUTH

April 8, 2015  
Page 1 of 2

DIBBLE ENGINEERING  
PROJECT NO. 101466

FD. ALUMINUM CAP FLUSH  
E. 1/4 COR OF SEC. 22,  
T. 1 S., R. 6 E.

APN 304-27-013N  
INSTR 2002-0135777  
JOHNSTON FARMS, LLC

## AGRITOPIA LOOP

S89°25'42"W 381.99'

APN 304-27-016S  
INSTR 2002-0135777  
JOHNSTON FARMS, LLC

APN 304-27-016R

FD. BRASS CAP FLUSH

18.5' R/W  
BK 691,  
PG 04

18.5' R/W  
BK 691,  
PG 04

POINT OF  
BEGINNING

65' R/W  
BK 848,  
PG 20

1316.72'

38.64'

1278.32'

N00°26'43"W 2,633.68'

BASIS OF BEARING  
HIGLEY ROAD

FD. BRASS CAP IN HANDHOLE  
SOUTHEAST CORNER SEC 22,  
T. 1 S., R. 6 E.  
POINT OF COMMENCEMENT

LINE DATA TABLE

LINE	BEARING	DISTANCE
L1	S89°33'17"W	65.00'
L2	S00°26'43"E	14.13'
L3	N45°30'30"W	48.21'
L4	N89°25'42"E	14.13'
L5	S45°30'30"E	28.25'

EASEMENT AREA:  
382 SF OR  
0.009 ACRES

NTS

THIS IS NOT A PROPERTY  
BOUNDARY SURVEY.

### EXHIBIT "A" PUBLIC UTILITY EASEMENT

A PORTION OF THE NE 1/4 SECTION 22,  
TOWNSHIP 1 SOUTH, RANGE 6 EAST, GILA &  
SALT RIVER MERIDIAN, MARICOPA COUNTY, AZ

DATE: APR 2015

DRN: BAR

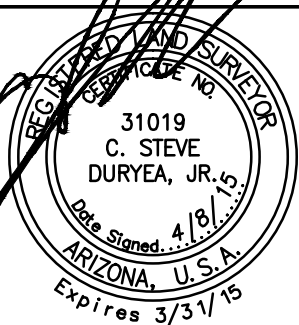
CHK: CSD

PAGE 2 OF 2



**Dibble  
Engineering**

Dibble Engineering  
Project No 101466





## Council Communication

**TO:** Honorable Mayor and Councilmembers

**FROM:** Dawn Marie Buckland, Management and Budget Director, 503-6828

**MEETING DATE:** May 14, 2015

**SUBJECT:** Adopt the preliminary budget of \$621,134,250 for the period of July 1, 2015 to June 30, 2016 and establish June 4, 2015 as the date of public hearing and adoption of the final budget

**STRATEGIC INITIATIVE:** Financial Plan

This report supports the Council's strategic initiative for long and short term balanced financial plans by setting a balanced FY 2015-16 budget that deliberately focuses on responsible stewardship of tax payer dollars, core service delivery, and implementation of key elements of the Council's strategic initiatives.

### **RECOMMENDED MOTION**

A motion to adopt the preliminary budget of \$621,134,250 for the period of July 1, 2015 to June 30, 2016 and establish June 4, 2015 as the date of public hearing and adoption of the final budget.

### **BACKGROUND/DISCUSSION**

A local government budget is not simply a financial document of revenues and expenses, but also a policy document, an operations guide, and a communications device. The FY 2016 proposed budget for Gilbert, Arizona is a comprehensive guide to achieving our goals with excellence; truly becoming as our vision states: Best in Class, All Lines of Service.

Our strategic initiatives are the guide for formulating the organizational goals and corresponding budget for the following fiscal year. With both a Council retreat and a budget kickoff in August 2014, staff began the FY 2016 budget process with clear direction and focus governing the priorities for service delivery in FY 2016. Through the Council workshop and a subsequent study session, the Council and the Executive Team began by formulating key focus areas to center our efforts and resources on accomplishing our goals with excellence:





- Maintaining Service Levels
- Deferred Maintenance
- Long-Range Infrastructure Planning
- Staffing Plans
- Compensation Maintenance/Performance Management
- Innovations and Efficiencies

The budget for FY 2016 reflects an effort to deliver both effective and efficient services to our community. To address the anticipated FY 2016 spike in general obligation debt service, staff recommends restoring the property tax rate to \$1.15 and utilizing fund balance for the remaining amount. The budget is balanced assuming no other increases in taxes or utility rates, and applies the non-recurring level of construction-related revenues toward non-recurring costs. Recommended increases in ongoing expenses are within the growth in ongoing levels of revenue recognized as a result of growth both in population and in additional retail opportunities within the Town.

### **FINANCIAL IMPACT**

The proposed maximum budget of \$621,134,250 is an increase of \$66.4 million from FY 2015. It reflects a carryforward of \$102 million from FY 2015. The budget also includes a capital projects contingency budget of \$100 million to allow Council the flexibility and legal authority to respond to community needs related to the finalization of master plans. As with all contingency, any amounts exceeding \$50,000 would require explicit Council approval.

Tax Rates: The recommended budget reflects a restoration of the \$1.15 property tax rate with no other increases to tax rates.

Balanced Financial Plan: The proposed FY 2015-16 Preliminary Budget is balanced based upon identified revenues and expenditures.

Constitutional Expenditure Limit: The proposed FY 2015-16 Preliminary Budget reflects expenses that will be under the constitutional expenditure limitation. Staff regularly monitors conformity with the constitutional expenditure requirements and will recommend, if necessary, continuing adjustments and modifications necessary to comply with expenditure limitation requirements.

State Shared Revenues: The proposed FY 2015-16 Preliminary Budget reflects State Shared Revenues based upon statutory distribution formulas, taking into account currently projected State sales and income tax collections (provided by the Arizona League of Cities and Towns), which reflect the state's budgeted HURF distributions. Much credit goes to the Town's Intergovernmental Relations staff and to our state legislators. We understand that there are difficult decisions that our legislators must address. We greatly appreciate the consideration that was given to protecting and restoring cities' and towns' abilities to provide necessary public service.

Secondary Property Tax Levy: Last fiscal year, Gilbert's one-year scheduled drop in debt service to \$18,576,087.50 occurred at the same time new legislation restricted cities from collecting

revenues in the year prior to the required debt service payment. Gilbert Council approved a one-year reduction from \$1.15 per \$100 of assessed value (AV) to \$1.0659. The FY 2016 scheduled General Obligation (GO) debt service is \$22,814,500. Restoring the property tax rate to \$1.15 results in a levy of \$21,241,243, assuming no delinquencies. Staff recommends restoring the effective property tax rate to \$1.15 and utilizing fund balance for the remaining amount of required debt service. FY 2017 debt service is scheduled to be within the anticipated levy for the \$1.15 rate.

Utility Rate Modifications: The proposed FY 2015-16 Preliminary Budget reflects revenues projected from Gilbert's current water, wastewater, environmental services, and reclaimed water rates. No rate increases are recommended for this fiscal year; however a small increase to water rates is anticipated in FY 2017 to accommodate the necessary expansion of the Santan Vista Water Treatment Plant.

Fund Balance: The Revenue Summary lists the use of carry over funds in an amount just under \$114 million. This reflects a carry forward of \$103 million for FY 2015 budgeted expenses that were not completed during the current fiscal year, as well as budgeted contingency and the planned use of fund balance in various areas including the FY 2016 G.O. bond debt service payment.

Capital Project Financing – System Development Fees: The proposed FY 2015-16 Preliminary Budget reflects revenues projected from the continued collection of System Development Fees as allowed under current State Law.

### **STAFF RECOMMENDATION**

Staff recommends moving to adopt the preliminary budget of \$621,134,250, to direct staff to publish the preliminary budget, and to establish June 4, 2015 as the date of public hearing and adoption of the final budget for the July 1, 2015 to June 30, 2016 fiscal year.

Respectfully submitted,

Dawn Marie Buckland  
Management and Budget Director

**Approved By**

Dawn Buckland  
Dawn Buckland

**Approval Date**

5/4/2015 1:40 PM  
5/4/2015 1:40 PM

# TOWN OF GILBERT POSITION LISTING

<u>DETAIL BY FUND AND DEPARTMENT</u>	<u>Actual FY 2013</u>	<u>Actual FY 2014</u>	<u>Adopted FY 2015</u>	<u>Revised FY 2015</u>	<u>Proposed FY 2016</u>
<b>GENERAL FUND</b>					
<b>MANAGEMENT AND POLICY</b>					
<b>Mayor and Council</b>					
Mayor and Council Assistant	1.00	1.00	1.00	1.00	1.00
Governmental Relationship Assistant	1.00	1.00	1.00	1.00	1.00
<b>Total Mayor and Council</b>	<b><u>2.00</u></b>	<b><u>2.00</u></b>	<b><u>2.00</u></b>	<b><u>2.00</u></b>	<b><u>2.00</u></b>
<b>Manager</b>					
Town Manager	1.00	1.00	1.00	1.00	1.00
Deputy Town Manager	1.00	1.00	1.00	1.00	1.00
Assistant to Town Manager	3.00	3.00	3.00	3.00	3.00
Executive Assistant to Town Manager	1.00	1.00	1.00	1.00	1.00
Executive Staff Assistant	0.00	1.00	1.00	1.00	1.00
<b>Total Manager</b>	<b>6.00</b>	<b>7.00</b>	<b>7.00</b>	<b>7.00</b>	<b>7.00</b>
<b>Communication</b>					
Communications Manager	1.00	0.00	0.00	0.00	0.00
Chief Digital Officer	0.00	1.00	1.00	1.00	1.00
Digital Media and Marketing Officer	1.00	1.00	1.00	1.00	1.00
Digital Journalist	2.00	2.00	2.00	2.00	2.00
Multi-Media Analyst	1.00	1.00	1.00	1.00	1.00
Mobile Applications Analyst	0.00	0.00	1.00	1.00	1.00
<b>Total Communication</b>	<b>5.00</b>	<b>5.00</b>	<b>6.00</b>	<b>6.00</b>	<b>6.00</b>
<b>Intergovernmental</b>					
Governmental Relationship Assistant	1.00	1.00	1.00	1.00	1.00
Intergovernmental Relations Manager	1.00	0.00	0.00	0.00	0.00
Governmental Relationship Director	0.00	1.00	1.00	1.00	1.00
<b>Total Intergovernmental</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>
<b>Economic Development</b>					
Economic Development Director	1.00	1.00	1.00	1.00	1.00
Economic Development Manager	1.00	1.00	1.00	1.00	1.00
Economic Development Administrator	3.00	4.00	4.00	4.00	4.00
Economic Development Analyst	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00
<b>Total Economic Development</b>	<b>7.00</b>	<b>8.00</b>	<b>8.00</b>	<b>8.00</b>	<b>8.00</b>
<b>Management and Budget</b>					
Office of Management and Budget Manager	1.00	0.00	0.00	0.00	0.00
Management and Budget Director	0.00	1.00	1.00	1.00	1.00
Management and Budget Analyst	3.00	3.00	3.00	3.00	3.00
Management and Budget Administrator	0.00	1.00	1.00	1.00	1.00
Management Support Specialist	0.25	1.00	1.00	1.00	1.00
<b>Total Management and Budget</b>	<b>4.25</b>	<b>6.00</b>	<b>6.00</b>	<b>6.00</b>	<b>6.00</b>
<b>Information Technology:</b>					
<b>Information Technology Administration</b>					
Information Technology Director	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00
<b>Total Information Technology Administration</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>
<b>Communication Services</b>					
IT Infrastructure Manager	1.00	1.00	1.00	1.00	1.00

TOWN OF GILBERT POSITION LISTING

<b><u>DETAIL BY FUND AND DEPARTMENT</u></b>	<b><u>Actual FY 2013</u></b>	<b><u>Actual FY 2014</u></b>	<b><u>Adopted FY 2015</u></b>	<b><u>Revised FY 2015</u></b>	<b><u>Proposed FY 2016</u></b>
Systems Engineer	4.00	3.00	3.00	3.00	3.00
Telecom Engineer	0.00	1.00	1.00	1.00	1.00
Communications Engineer	0.00	1.00	1.00	1.00	1.00
Network Administrator	1.00	1.00	1.00	1.00	1.00
Radio Technician	1.00	1.00	1.00	1.00	1.00
Audio/Visual Analyst	1.00	1.00	1.00	1.00	1.00
<b>Total Communication Services</b>	<b>8.00</b>	<b>9.00</b>	<b>9.00</b>	<b>9.00</b>	<b>9.00</b>
<b>Application Operations and Support</b>					
IT Applications Manager	1.00	1.00	1.00	1.00	1.00
IT Desktop Supervisor	1.00	1.00	1.00	1.00	1.00
Applications Administrator	4.00	4.00	4.00	4.00	4.00
Applications Engineer	0.00	2.00	2.00	2.00	2.00
Desktop Analyst	0.00	2.00	2.00	2.00	2.00
Applications Analyst	6.00	4.00	4.00	4.00	4.00
PC Technician	4.00	4.00	4.00	4.00	4.00
Help Desk Technician	0.00	0.00	0.00	0.00	1.00
<b>Total Application Operations and Support</b>	<b>16.00</b>	<b>18.00</b>	<b>18.00</b>	<b>18.00</b>	<b>19.00</b>
<b>GIS Operations and Support</b>					
GIS Supervisor	1.00	1.00	1.00	1.00	1.00
GIS Administrator	1.00	1.00	1.00	1.00	2.00
Senior GIS Technician	2.00	2.00	2.00	2.00	2.00
GIS Technician	2.00	2.00	2.00	2.00	2.00
Addressing Technician	1.00	1.00	1.00	1.00	1.00
<b>Total GIS Operations and Support</b>	<b>7.00</b>	<b>7.00</b>	<b>7.00</b>	<b>7.00</b>	<b>8.00</b>
<b>Imaging Support</b>					
Systems Analyst	1.00	0.00	0.00	0.00	0.00
<b>Total Imaging Support</b>	<b>1.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Technology Services</b>	<b>34.00</b>	<b>36.00</b>	<b>36.00</b>	<b>36.00</b>	<b>38.00</b>
<b>Human Resources:</b>					
<b>Personnel Administration</b>					
Human Resources Director	1.00	1.00	1.00	1.00	1.00
Senior Human Resources Analyst	4.00	4.00	4.00	4.00	4.00
Human Resources Manager	0.00	2.00	2.00	2.00	2.00
Human Resources Supervisor	1.00	1.00	1.00	1.00	1.00
Human Resources Specialist	1.00	2.00	2.00	2.00	2.00
Employee Relations Administrator	1.00	0.00	0.00	0.00	0.00
Administrative Assistant	2.00	2.00	2.00	2.00	2.00
<b>Total Personnel Administration</b>	<b>10.00</b>	<b>12.00</b>	<b>12.00</b>	<b>12.00</b>	<b>12.00</b>
<b>Learning and Development</b>					
Learning and Development Manager	1.00	1.00	1.00	1.00	1.00
Learning and Development Consultant	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00
<b>Total Learning and Development</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>
<b>Risk Management</b>					
Risk Manager	1.00	1.00	1.00	1.00	1.00
Senior Claims Analyst	1.00	1.00	1.00	1.00	1.00
Environmental and Safety Coordinator	1.00	1.00	1.00	1.00	1.00
<b>Total Risk Management</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>

TOWN OF GILBERT POSITION LISTING

<b><u>DETAIL BY FUND AND DEPARTMENT</u></b>	<b><u>Actual FY 2013</u></b>	<b><u>Actual FY 2014</u></b>	<b><u>Adopted FY 2015</u></b>	<b><u>Revised FY 2015</u></b>	<b><u>Proposed FY 2016</u></b>
<b>Payroll</b>					
Senior Payroll Specialist	1.00	2.00	2.00	2.00	2.00
Payroll Specialist	1.75	0.75	1.00	1.00	1.00
<b>Total Payroll</b>	<b>2.75</b>	<b>2.75</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>
<b>Total Human Resources</b>	<b>18.75</b>	<b>20.75</b>	<b>21.00</b>	<b>21.00</b>	<b>21.00</b>
<b>Total Town Manager</b>	<b><u>77.00</u></b>	<b><u>84.75</u></b>	<b><u>86.00</u></b>	<b><u>86.00</u></b>	<b><u>88.00</u></b>
<b>Town Clerk</b>					
Town Clerk	1.00	1.00	1.00	1.00	1.00
Deputy Town Clerk	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00
Receptionist	1.00	1.00	1.00	1.00	1.00
Management Support Specialist	2.00	2.00	2.00	2.00	2.00
Early Elections Voting Clerk	0.49	0.00	0.00	0.00	0.00
<b>Total Town Clerk</b>	<b><u>6.49</u></b>	<b><u>6.00</u></b>	<b><u>6.00</u></b>	<b><u>6.00</u></b>	<b><u>6.00</u></b>
<b>Neighborhood Services</b>					
Program Supervisor	0.00	0.00	0.00	0.15	0.15
Program Coordinator	1.00	1.00	1.00	1.00	1.00
<b>Total Neighborhood Services</b>	<b><u>1.00</u></b>	<b><u>1.00</u></b>	<b><u>1.00</u></b>	<b><u>1.15</u></b>	<b><u>1.15</u></b>
<b>Legal Services:</b>					
<b>General Counsel</b>					
Town Attorney	1.00	1.00	1.00	1.00	1.00
Assistant Town Attorney	1.00	1.00	1.00	1.00	1.00
Legal Advisor	0.00	0.00	1.00	1.00	1.00
Legal Secretary	1.00	1.00	1.00	1.00	1.00
<b>Total General Counsel</b>	<b>3.00</b>	<b>3.00</b>	<b>4.00</b>	<b>4.00</b>	<b>4.00</b>
<b>Prosecutor</b>					
Town Prosecutor	1.00	1.00	1.00	1.00	1.00
Assistant Town Prosecutor II	7.00	7.00	7.00	7.00	7.00
Legal Secretary	3.00	3.00	3.00	3.00	3.00
Administrative Supervisor	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	2.00	2.00	2.00	2.00	2.00
Victim Advocate	1.00	2.00	2.00	2.00	2.00
Office Assistant	3.00	3.00	3.00	3.00	3.00
<b>Total Prosecutor</b>	<b>18.00</b>	<b>19.00</b>	<b>19.00</b>	<b>19.00</b>	<b>19.00</b>
<b>Total Legal Services</b>	<b><u>21.00</u></b>	<b><u>22.00</u></b>	<b><u>23.00</u></b>	<b><u>23.00</u></b>	<b><u>23.00</u></b>
<b>TOTAL MANAGEMENT AND POLICY</b>	<b><u>107.49</u></b>	<b><u>115.75</u></b>	<b><u>118.00</u></b>	<b><u>118.15</u></b>	<b><u>120.15</u></b>
<b>MANAGEMENT SERVICES</b>					
<b>Administration</b>					
Finance & Management Services Director	1.00	1.00	1.00	1.00	1.00
<b>Total Management Services Administration</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>
<b>Accounting</b>					
Accounting Manager	1.00	1.00	1.00	1.00	1.00
Accounting System Analyst	1.00	1.00	1.00	1.00	1.00
Senior Accountant	1.00	1.00	1.00	1.00	1.00
Accountant	1.00	1.00	1.00	1.00	1.00
Accounting Technician	3.00	3.00	3.00	3.00	3.00

TOWN OF GILBERT POSITION LISTING

<b><u>DETAIL BY FUND AND DEPARTMENT</u></b>	<b><u>Actual FY 2013</u></b>	<b><u>Actual FY 2014</u></b>	<b><u>Adopted FY 2015</u></b>	<b><u>Revised FY 2015</u></b>	<b><u>Proposed FY 2016</u></b>
Administrative Assistant	1.00	1.00	1.00	1.00	1.00
Accounting Specialist	1.00	1.00	1.00	1.00	1.00
<b>Total Accounting</b>	<b>9.00</b>	<b>9.00</b>	<b>9.00</b>	<b>9.00</b>	<b>9.00</b>
<b>Purchasing</b>					
Administrative Assistant	1.00	1.00	1.00	1.00	1.00
Purchasing Specialist	1.00	1.00	1.00	1.00	1.00
Contract Specialist	1.00	2.00	2.00	2.00	3.00
Inventory Services Specialist	0.00	0.00	0.00	0.00	1.00
Purchasing Manager	1.00	1.00	1.00	1.00	1.00
<b>Total Purchasing</b>	<b>4.00</b>	<b>5.00</b>	<b>5.00</b>	<b>5.00</b>	<b>7.00</b>
<b>Tax Compliance</b>					
Tax Compliance Specialist	1.00	1.00	1.00	1.00	1.00
Tax Compliance Analyst	2.00	2.00	2.00	2.00	2.00
Tax Compliance Manager	1.00	1.00	1.00	1.00	1.00
<b>Total Tax Compliance</b>	<b>4.00</b>	<b>4.00</b>	<b>4.00</b>	<b>4.00</b>	<b>4.00</b>
<b>TOTAL MANAGEMENT SERVICES</b>	<b><u>18.00</u></b>	<b><u>19.00</u></b>	<b><u>19.00</u></b>	<b><u>19.00</u></b>	<b><u>21.00</u></b>
<b>COURT</b>					
<b>Municipal Court</b>					
Presiding Judge	1.00	1.00	1.00	1.00	1.00
Municipal Judge	3.00	3.00	3.00	3.00	3.00
Civil Hearing Officer	1.00	1.00	1.00	1.00	1.00
Court Administrator	1.00	1.00	1.00	1.00	1.00
Administrative Supervisor	0.00	1.00	1.00	1.00	1.00
Deputy Court Administrator	1.00	1.00	1.00	1.00	1.00
Senior Court Services Clerk	5.00	5.00	5.00	5.00	5.00
Court Services Clerk	10.00	10.00	10.00	10.00	10.00
Court Enforcement Supervisor	1.00	1.00	1.00	1.00	1.00
Security Officer	4.00	4.00	4.00	4.00	4.00
Office Assistant	2.00	2.00	2.00	2.00	2.00
Court Interpreter	0.75	0.75	0.75	0.75	0.75
Pro Tem Judge	0.17	0.17	0.17	0.17	0.17
<b>Total Municipal Court</b>	<b><u>29.92</u></b>	<b><u>30.92</u></b>	<b><u>30.92</u></b>	<b><u>30.92</u></b>	<b><u>30.92</u></b>
<b>TOTAL COURT</b>	<b><u>29.92</u></b>	<b><u>30.92</u></b>	<b><u>30.92</u></b>	<b><u>30.92</u></b>	<b><u>30.92</u></b>
<b>DEVELOPMENT SERVICES</b>					
<b>Development Services Administration</b>					
Development Services Director	1.00	1.00	1.00	1.00	1.00
Development Services Representative	2.00	0.00	0.00	0.00	0.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00
<b>Total Development Services Administration</b>	<b><u>4.00</u></b>	<b><u>2.00</u></b>	<b><u>2.00</u></b>	<b><u>2.00</u></b>	<b><u>2.00</u></b>
<b>Permits and Licensing</b>					
Customer Service Professional	0.00	2.00	4.30	4.30	4.30
Customer Service Manager	0.00	0.00	0.50	0.50	0.50
Customer Service Supervisor	0.00	0.00	0.70	0.70	0.70
<b>Total Permits and Licensing</b>	<b>0.00</b>	<b>2.00</b>	<b>5.50</b>	<b>5.50</b>	<b>5.50</b>
<b>Plan Review and Inspection Services:</b>					
<b>Plan Review and Inspection Administration</b>					
Plan Review and Inspection Manager	1.00	1.00	1.00	1.00	1.00

TOWN OF GILBERT POSITION LISTING

<b><u>DETAIL BY FUND AND DEPARTMENT</u></b>	<b><u>Actual FY 2013</u></b>	<b><u>Actual FY 2014</u></b>	<b><u>Adopted FY 2015</u></b>	<b><u>Revised FY 2015</u></b>	<b><u>Proposed FY 2016</u></b>
Administrative Assistant	1.00	1.00	1.00	1.00	1.00
<b>Total Plan Review and Inspection Admin</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>
<b>Plan Review and Inspection - Building</b>					
Inspection and Compliance Services Manager	0.00	0.00	0.00	0.00	0.00
Inspections Supervisor	0.75	0.75	0.75	0.75	0.75
Senior Inspector	1.00	1.00	1.00	1.00	1.00
Inspector II	4.00	4.00	4.00	4.00	4.00
Inspector I	3.00	3.00	3.00	3.00	3.00
Plan Review and Inspection Specialist	3.00	3.00	3.00	3.00	3.00
Plan Review Supervisor	0.80	0.80	0.80	0.80	0.80
Senior Plans Examiner	1.00	1.00	1.00	1.00	1.00
Plans Examiner	1.00	1.00	1.00	1.00	1.00
Permit Technician	2.00	2.00	2.00	2.00	2.00
<b>Total Plan Review and Inspection - Building</b>	<b>16.55</b>	<b>16.55</b>	<b>16.55</b>	<b>16.55</b>	<b>16.55</b>
<b>Plan Review and Inspection - Fire</b>					
Inspection and Compliance Services Manager	0.00	0.00	0.00	0.00	0.00
Inspections Supervisor	0.25	0.25	0.25	0.25	0.25
Inspector II	1.00	1.00	1.00	1.00	1.00
Senior Plans Examiner	1.00	1.00	1.00	1.00	1.00
Plan Review Supervisor	0.20	0.20	0.20	0.20	0.20
<b>Total Plan Review and Inspection - Fire</b>	<b>2.45</b>	<b>2.45</b>	<b>2.45</b>	<b>2.45</b>	<b>2.45</b>
<b>Plan Review and Inspection - Engineering</b>					
Inspector II	5.00	5.00	5.00	5.00	5.00
Inspections Supervisor	0.95	0.95	0.95	0.95	0.95
Plans Examiner	1.00	1.00	1.00	1.00	1.00
Plans Review Supervisor	1.00	1.00	1.00	1.00	1.00
Senior Plans Examiner	1.00	1.00	1.00	1.00	1.00
<b>Total Plan Review and Inspection - Engineering</b>	<b>8.95</b>	<b>8.95</b>	<b>8.95</b>	<b>8.95</b>	<b>8.95</b>
<b>Plan Review and Inspection - Planning</b>					
Inspection and Compliance Services Manager	0.00	0.00	0.00	0.00	0.00
Landscape Technician	1.00	0.00	0.00	0.00	0.00
Plans Examiner	1.00	2.00	2.00	2.00	2.00
Administrative Assistant	0.00	0.00	0.00	0.00	0.00
Senior Plans Examiner	1.00	1.00	1.00	1.00	1.00
Permit and Plan Review Services Manager	0.00	0.00	0.00	0.00	0.00
Inspections Supervisor	0.05	0.05	0.05	0.05	0.05
<b>Total Plan Review and Inspection - Planning</b>	<b>3.05</b>	<b>3.05</b>	<b>3.05</b>	<b>3.05</b>	<b>3.05</b>
<b>Plan Review and Inspection - Code</b>					
Inspections Supervisor	0.80	0.80	0.80	0.80	0.80
Inspector II	1.00	1.00	1.00	1.00	1.00
Inspector I	4.00	4.00	4.00	4.00	4.00
Administrative Assistant	1.00	2.00	2.00	2.00	2.00
Customer Service Representative	1.00	0.00	0.00	0.00	0.00
<b>Total Plan Review and Inspection - Code</b>	<b>7.80</b>	<b>7.80</b>	<b>7.80</b>	<b>7.80</b>	<b>7.80</b>
<b>Total Plan Review and Inspection Services</b>	<b><u>40.80</u></b>	<b><u>40.80</u></b>	<b><u>40.80</u></b>	<b><u>40.80</u></b>	<b><u>40.80</u></b>
<b>Planning Services</b>					
Planning Services Manager	1.00	1.00	1.00	1.00	1.00
Principal Planner	1.00	1.00	1.00	1.00	1.00
Senior Planner	3.00	3.00	3.00	3.00	3.00



TOWN OF GILBERT POSITION LISTING

<b><u>DETAIL BY FUND AND DEPARTMENT</u></b>	<b><u>Actual FY 2013</u></b>	<b><u>Actual FY 2014</u></b>	<b><u>Adopted FY 2015</u></b>	<b><u>Revised FY 2015</u></b>	<b><u>Proposed FY 2016</u></b>
Planner II	2.00	2.00	2.00	2.00	2.00
Plan Review and Inspection Specialist	1.00	1.00	1.00	1.00	1.00
Planning Technician	2.00	2.00	2.00	2.00	2.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00
<b>Total Planning Services</b>	<b><u>11.00</u></b>	<b><u>11.00</u></b>	<b><u>11.00</u></b>	<b><u>11.00</u></b>	<b><u>11.00</u></b>
<b>TOTAL DEVELOPMENT SERVICES</b>	<b><u>55.80</u></b>	<b><u>55.80</u></b>	<b><u>59.30</u></b>	<b><u>59.30</u></b>	<b><u>59.30</u></b>
<b>PUBLIC WORKS - ENGINEERING</b>					
<b>Engineering Administration</b>					
Town Engineer	0.60	0.60	0.60	0.60	0.60
Senior Plans Examiner	1.00	1.00	1.00	1.00	1.00
<b>Total Engineering Administration</b>	<b><u>1.60</u></b>	<b><u>1.60</u></b>	<b><u>1.60</u></b>	<b><u>1.60</u></b>	<b><u>1.60</u></b>
<b>Engineering Development</b>					
Development Engineer	1.00	1.00	1.00	1.00	1.00
Engineering Technician	0.00	0.00	1.00	1.00	1.00
<b>Total Engineering Development</b>	<b><u>1.00</u></b>	<b><u>1.00</u></b>	<b><u>2.00</u></b>	<b><u>2.00</u></b>	<b><u>2.00</u></b>
<b>Engineering Traffic</b>					
Town Traffic Engineer	1.00	1.00	1.00	1.00	1.00
Senior Traffic Engineering Specialist	1.00	1.00	1.00	1.00	1.00
Traffic Safety Assistant	1.00	1.00	1.00	1.00	1.00
<b>Total Engineering Traffic</b>	<b><u>3.00</u></b>	<b><u>3.00</u></b>	<b><u>3.00</u></b>	<b><u>3.00</u></b>	<b><u>3.00</u></b>
<b>TOTAL PUBLIC WORKS ENGINEERING</b>	<b><u>5.60</u></b>	<b><u>5.60</u></b>	<b><u>6.60</u></b>	<b><u>6.60</u></b>	<b><u>6.60</u></b>
<b>POLICE DEPARTMENT</b>					
<b>Police Administration</b>					
Police Chief	1.00	1.00	1.00	1.00	1.00
Police Lieutenant	1.00	1.00	1.00	1.00	1.00
Police Sergeant	0.00	0.00	1.00	1.00	1.00
Legal Advisor	1.00	1.00	0.00	0.00	0.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00
Office Assistant	0.50	0.50	0.50	0.50	0.50
<b>Total Police Administration</b>	<b><u>4.50</u></b>	<b><u>4.50</u></b>	<b><u>4.50</u></b>	<b><u>4.50</u></b>	<b><u>4.50</u></b>
<b>Office of Professional Standards:</b>					
<b>Internal Affairs</b>					
Police Sergeant	1.00	1.00	1.00	1.00	1.00
Police Officer	3.00	3.00	3.00	3.00	3.00
<b>Total Internal Affairs</b>	<b><u>4.00</u></b>	<b><u>4.00</u></b>	<b><u>4.00</u></b>	<b><u>4.00</u></b>	<b><u>4.00</u></b>
<b>Hiring / Inspections</b>					
Police Policy and Compliance Coordinator	1.00	1.00	1.00	1.00	1.00
Polygraph Examiner	1.00	1.00	1.00	1.00	1.00
Police Volunteer Specialist	1.00	1.00	1.00	1.00	1.00
Non-Sworn Public Safety Technician	2.00	2.00	2.00	2.00	2.00
<b>Total Hiring/Inspections</b>	<b><u>5.00</u></b>	<b><u>5.00</u></b>	<b><u>5.00</u></b>	<b><u>5.00</u></b>	<b><u>5.00</u></b>
<b>Alarm Management</b>					
Alarm Program Technician	1.00	1.00	1.00	1.00	1.00
<b>Total Alarm Management</b>	<b><u>1.00</u></b>	<b><u>1.00</u></b>	<b><u>1.00</u></b>	<b><u>1.00</u></b>	<b><u>1.00</u></b>
<b>Training and Program Coordination</b>					
Police Training Specialist	1.00	1.00	1.00	1.00	1.00

TOWN OF GILBERT POSITION LISTING

<b><u>DETAIL BY FUND AND DEPARTMENT</u></b>	<b><u>Actual FY 2013</u></b>	<b><u>Actual FY 2014</u></b>	<b><u>Adopted FY 2015</u></b>	<b><u>Revised FY 2015</u></b>	<b><u>Proposed FY 2016</u></b>
Rangemaster	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00
Police Records Clerk	1.00	1.00	1.00	1.00	2.00
<b>Total Training &amp; Program Coordination</b>	<b>4.00</b>	<b>4.00</b>	<b>4.00</b>	<b>4.00</b>	<b>5.00</b>
<b>Crime Prevention</b>					
Crime Prevention Technician	3.00	3.00	3.00	3.00	3.00
<b>Total Crime Prevention</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>
<b>Total Office of Professional Standards</b>	<b><u>17.00</u></b>	<b><u>17.00</u></b>	<b><u>17.00</u></b>	<b><u>17.00</u></b>	<b><u>18.00</u></b>
<b>Patrol Services:</b>					
<b>Uniform Patrol</b>					
Police Commander	1.00	1.00	1.00	1.00	1.00
Police Lieutenant	4.00	5.00	5.00	5.00	5.00
Police Sergeant	14.00	13.00	12.00	12.00	12.00
Police Officer	114.00	114.00	116.00	114.00	116.00
Teleserve Operators	8.00	0.00	0.00	0.00	0.00
Administrative Assistant	2.50	1.50	1.50	1.50	1.50
Civilian Patrol Technician	2.00	4.00	0.00	0.00	0.00
Service Aide	2.00	0.00	0.00	0.00	0.00
<b>Total Uniform Patrol</b>	<b>147.50</b>	<b>138.50</b>	<b>135.50</b>	<b>133.50</b>	<b>135.50</b>
<b>Detention / Court Support</b>					
Detention Supervisor	0.00	0.00	2.00	2.00	2.00
Detention Transport Officer	6.00	6.00	6.00	6.00	6.00
<b>Total Detention / Court Support</b>	<b>6.00</b>	<b>6.00</b>	<b>8.00</b>	<b>8.00</b>	<b>8.00</b>
<b>Enforcement Support</b>					
Police Sergeant	0.00	1.00	1.00	1.00	1.00
Non-Sworn Public Safety Technician	0.00	8.00	8.00	8.00	8.00
Administrative Assistant	0.00	1.00	1.00	1.00	1.00
Public Safety Assistant	0.00	2.00	2.00	2.00	2.00
<b>Total Enforcement Support</b>	<b>0.00</b>	<b>12.00</b>	<b>12.00</b>	<b>12.00</b>	<b>12.00</b>
<b>Civilian Patrol</b>					
Civilian Patrol Technician	0.00	0.00	6.00	4.00	4.00
Crime Scene Technician	0.00	0.00	0.00	2.00	2.00
<b>Total Civilain Patrol</b>	<b>0.00</b>	<b>0.00</b>	<b>6.00</b>	<b>6.00</b>	<b>6.00</b>
<b>Total Patrol Services</b>	<b><u>153.50</u></b>	<b><u>156.50</u></b>	<b><u>161.50</u></b>	<b><u>159.50</u></b>	<b><u>161.50</u></b>
<b>Support Services:</b>					
<b>Records</b>					
Police Records and Property Manager	1.00	1.00	1.00	1.00	1.00
Police Records Shift Supervisor	3.00	3.00	3.00	3.00	3.00
Police Records Clerk	12.00	12.00	12.00	12.00	12.00
<b>Total Records</b>	<b>16.00</b>	<b>16.00</b>	<b>16.00</b>	<b>16.00</b>	<b>16.00</b>
<b>Communications</b>					
Police Communications Manager	1.00	1.00	1.00	1.00	1.00
Police Communications Shift Supervisor	5.00	5.00	5.00	5.00	5.00
Police Dispatcher	18.00	18.00	18.00	18.00	18.00
911 Operators	13.50	13.50	13.50	13.50	13.50
<b>Total Communications</b>	<b>37.50</b>	<b>37.50</b>	<b>37.50</b>	<b>37.50</b>	<b>37.50</b>

TOWN OF GILBERT POSITION LISTING

<b><u>DETAIL BY FUND AND DEPARTMENT</u></b>	<b><u>Actual FY 2013</u></b>	<b><u>Actual FY 2014</u></b>	<b><u>Adopted FY 2015</u></b>	<b><u>Revised FY 2015</u></b>	<b><u>Proposed FY 2016</u></b>
<b>Property</b>					
Property and Evidence Supervisor	1.00	1.00	1.00	1.00	1.00
Police Property and Evidence Technician	5.00	5.00	5.00	5.00	5.00
Office Assistant	1.00	1.00	1.00	1.00	1.00
<b>Total Property</b>	<b>7.00</b>	<b>7.00</b>	<b>7.00</b>	<b>7.00</b>	<b>7.00</b>
<b>Planning and Research</b>					
Police Records Clerk	1.00	1.00	1.00	1.00	1.00
Police Planning and Research Coordinator	1.00	1.00	1.00	1.00	1.00
<b>Total Planning and Research</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>
<b>Support Administration</b>					
Non-Sworn Police Commander	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00
<b>Total Support Administration</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>
<b>Total Support Services</b>	<b><u>64.50</u></b>	<b><u>64.50</u></b>	<b><u>64.50</u></b>	<b><u>64.50</u></b>	<b><u>64.50</u></b>
<b>Counseling Services</b>					
Police Counseling Manager	1.00	1.00	1.00	1.00	1.00
Youth/Family Counselor	6.00	6.00	6.00	6.00	6.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00
Office Assistant	0.50	0.50	0.50	0.50	0.50
<b>Total Counseling Services</b>	<b><u>8.50</u></b>	<b><u>8.50</u></b>	<b><u>8.50</u></b>	<b><u>8.50</u></b>	<b><u>8.50</u></b>
<b>Investigations:</b>					
<b>General Investigations</b>					
Police Lieutenant	2.00	2.00	2.00	2.00	2.00
Police Commander	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00
<b>Total General Investigations</b>	<b>4.00</b>	<b>4.00</b>	<b>4.00</b>	<b>4.00</b>	<b>4.00</b>
<b>Person Crimes - Child / Sex Crimes Unit</b>					
Police Sergeant	1.00	1.00	1.00	1.00	1.00
Police Officer	5.00	6.00	6.00	6.00	7.00
Non-Sworn Public Safety Technician	3.00	3.00	3.00	3.00	3.00
<b>Total Person Crimes - Child / Sex Crimes Unit</b>	<b>9.00</b>	<b>10.00</b>	<b>10.00</b>	<b>10.00</b>	<b>11.00</b>
<b>Property Crimes</b>					
Police Sergeant	1.00	1.00	1.00	1.00	1.00
Police Officer	9.00	9.00	9.00	9.00	10.00
<b>Total Property Crimes</b>	<b>10.00</b>	<b>10.00</b>	<b>10.00</b>	<b>10.00</b>	<b>11.00</b>
<b>Intel and Analysis Unit</b>					
Police Sergeant	1.00	1.00	1.00	1.00	1.00
Police Officer	4.00	3.00	4.00	4.00	4.00
Crime Analyst	2.00	2.00	2.00	2.00	3.00
Non-Sworn Public Safety Technician - Crime Analy:	1.00	1.00	1.00	1.00	1.00
Audio/Visual Forensic Analyst	1.00	1.00	1.00	1.00	1.00
<b>Total Intel and Analysis Unit</b>	<b>9.00</b>	<b>8.00</b>	<b>9.00</b>	<b>9.00</b>	<b>10.00</b>
<b>Persons Crimes - Violent Crimes Unit</b>					
Police Sergeant	1.00	1.00	1.00	1.00	1.00
Police Officer	6.00	6.00	6.00	6.00	6.00
<b>Total Persons Crimes - Violent Crimes Unit</b>	<b>7.00</b>	<b>7.00</b>	<b>7.00</b>	<b>7.00</b>	<b>7.00</b>

TOWN OF GILBERT POSITION LISTING

<b><u>DETAIL BY FUND AND DEPARTMENT</u></b>	<b><u>Actual FY 2013</u></b>	<b><u>Actual FY 2014</u></b>	<b><u>Adopted FY 2015</u></b>	<b><u>Revised FY 2015</u></b>	<b><u>Proposed FY 2016</u></b>
<b>Total Investigations</b>	<b><u>39.00</u></b>	<b><u>39.00</u></b>	<b><u>40.00</u></b>	<b><u>40.00</u></b>	<b><u>43.00</u></b>
<b>Special Enforcement:</b>					
<b>Crime Suppression</b>					
Police Sergeant	1.00	1.00	1.00	1.00	2.00
Police Officer	11.00	11.00	11.00	13.00	12.00
<b>Total Crime Suppression</b>	<b><u>12.00</u></b>	<b><u>12.00</u></b>	<b><u>12.00</u></b>	<b><u>14.00</u></b>	<b><u>14.00</u></b>
<b>Traffic Unit</b>					
Police Lieutenant	1.00	1.00	1.00	1.00	1.00
Police Sergeant	2.00	2.00	2.00	2.00	2.00
Police Officer	15.00	15.00	15.00	15.00	15.00
<b>Total Traffic Unit</b>	<b><u>18.00</u></b>	<b><u>18.00</u></b>	<b><u>18.00</u></b>	<b><u>18.00</u></b>	<b><u>18.00</u></b>
<b>School Programs</b>					
Police Sergeant	1.00	1.00	1.00	1.00	1.00
Police Officer	11.00	11.00	11.00	11.00	9.00
<b>Total School Programs</b>	<b><u>12.00</u></b>	<b><u>12.00</u></b>	<b><u>12.00</u></b>	<b><u>12.00</u></b>	<b><u>10.00</u></b>
<b>Total Special Enforcement</b>	<b><u>42.00</u></b>	<b><u>42.00</u></b>	<b><u>42.00</u></b>	<b><u>44.00</u></b>	<b><u>42.00</u></b>
<b>Tactical Operations:</b>					
<b>SWAT</b>					
Police Officer (Overtime only)	0.00	0.00	0.00	0.00	0.00
<b>Total SWAT</b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>
<b>Crime Apprehension</b>					
Police Sergeant	1.00	1.00	1.00	1.00	1.00
Police Officer	6.00	6.00	5.00	5.00	5.00
<b>Total Crime Apprehension</b>	<b><u>7.00</u></b>	<b><u>7.00</u></b>	<b><u>6.00</u></b>	<b><u>6.00</u></b>	<b><u>6.00</u></b>
<b>Special Investigations</b>					
Police Sergeant	1.00	1.00	1.00	1.00	1.00
Police Officer	5.00	5.00	5.00	5.00	5.00
<b>Total Special Investigations</b>	<b><u>6.00</u></b>	<b><u>6.00</u></b>	<b><u>6.00</u></b>	<b><u>6.00</u></b>	<b><u>6.00</u></b>
<b>Total Tactical Operations</b>	<b><u>13.00</u></b>	<b><u>13.00</u></b>	<b><u>12.00</u></b>	<b><u>12.00</u></b>	<b><u>12.00</u></b>
<b>TOTAL POLICE DEPARTMENT</b>	<b><u>342.00</u></b>	<b><u>345.00</u></b>	<b><u>350.00</u></b>	<b><u>350.00</u></b>	<b><u>354.00</u></b>
<b>FIRE AND RESCUE DEPARTMENT</b>					
<b>Administration:</b>					
<b>Administration</b>					
Fire Chief	1.00	1.00	1.00	1.00	1.00
Assistant Fire Chief	1.00	1.00	1.00	2.00	2.00
Battalion Chief	1.00	1.00	1.00	1.00	0.00
Fire Management Coordinator	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	1.00	1.00	1.00	1.00	0.00
Office Assistant	1.00	0.00	0.00	0.00	0.00
<b>Total Fire Administration</b>	<b><u>6.00</u></b>	<b><u>5.00</u></b>	<b><u>5.00</u></b>	<b><u>6.00</u></b>	<b><u>4.00</u></b>
<b>Operations Performance</b>					
Battalion Chief	0.00	0.00	0.00	0.00	1.00
Fire Captain	0.00	0.00	0.00	0.00	1.00
<b>Total Operations Performance</b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>2.00</u></b>

TOWN OF GILBERT POSITION LISTING

<u>DETAIL BY FUND AND DEPARTMENT</u>	<u>Actual FY 2013</u>	<u>Actual FY 2014</u>	<u>Adopted FY 2015</u>	<u>Revised FY 2015</u>	<u>Proposed FY 2016</u>
<b>Total Administration</b>	<b><u>6.00</u></b>	<b><u>5.00</u></b>	<b><u>5.00</u></b>	<b><u>6.00</u></b>	<b><u>6.00</u></b>
<b>Operations:</b>					
<b>Fire Training</b>					
Battalion Chief	1.00	1.00	1.00	1.00	1.00
EMS Specialist	1.00	1.00	1.00	1.00	1.00
Fire Captain	3.00	1.00	1.00	1.00	1.00
Fire Engineer	0.00	1.00	1.00	1.00	1.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00
<b>Total Fire Training</b>	<b><u>6.00</u></b>	<b><u>5.00</u></b>	<b><u>5.00</u></b>	<b><u>5.00</u></b>	<b><u>5.00</u></b>
<b>Fire Operations</b>					
Assistant Fire Chief	1.00	0.00	0.00	0.00	0.00
Battalion Chief	7.00	7.00	7.00	7.00	7.00
Fire Captain	45.00	48.00	48.00	47.00	46.00
Fire Engineer	39.00	39.00	39.00	39.00	39.00
Firefighter	81.00	83.00	82.00	82.00	82.00
Fire Warehouse Manager	0.00	0.00	1.00	1.00	0.00
Fire Equipment Technician	1.00	1.00	1.00	1.00	0.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00
Fire Service Aide	1.00	1.00	1.00	1.00	0.00
<b>Total Fire Operations</b>	<b><u>176.00</u></b>	<b><u>180.00</u></b>	<b><u>180.00</u></b>	<b><u>179.00</u></b>	<b><u>175.00</u></b>
<b>Total Operations</b>	<b><u>182.00</u></b>	<b><u>185.00</u></b>	<b><u>185.00</u></b>	<b><u>184.00</u></b>	<b><u>180.00</u></b>
<b>Support:</b>					
<b>Fire Prevention</b>					
Fire Marshal	1.00	1.00	1.00	1.00	1.00
Fire Investigator	2.00	2.00	2.00	2.00	2.00
Administrative Assistant	0.50	1.00	1.00	1.00	1.00
Fire Inspector	2.00	2.00	2.00	2.00	3.00
<b>Total Fire Prevention</b>	<b><u>5.50</u></b>	<b><u>6.00</u></b>	<b><u>6.00</u></b>	<b><u>6.00</u></b>	<b><u>7.00</u></b>
<b>Community</b>					
Battalion Chief	0.00	1.00	1.00	1.00	1.00
Volunteer Coordinator	0.00	1.00	1.00	1.00	1.00
Administrative Assistant	0.00	0.50	0.50	1.00	1.00
Program Coordinator	1.00	1.00	1.00	1.00	1.00
<b>Total Community</b>	<b><u>1.00</u></b>	<b><u>3.50</u></b>	<b><u>3.50</u></b>	<b><u>4.00</u></b>	<b><u>4.00</u></b>
<b>Resource</b>					
Fire Warehouse Manager	0.00	0.00	0.00	0.00	1.00
Fire Equipment Technician	0.00	0.00	0.00	0.00	1.00
Administrative Assistant	0.00	0.00	0.00	0.00	1.00
Fire Service Aide	0.00	0.00	0.00	0.00	2.00
<b>Total Resource</b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>5.00</u></b>
<b>Total Support</b>	<b><u>6.50</u></b>	<b><u>9.50</u></b>	<b><u>9.50</u></b>	<b><u>10.00</u></b>	<b><u>16.00</u></b>
<b>Emergency Operations Center</b>					
Emergency Management Coordinator	1.00	1.00	1.00	1.00	1.00
Volunteer Coordinator	1.00	0.00	0.00	0.00	0.00
Administrative Assistant	0.50	0.50	0.50	0.00	0.00
<b>Total Emergency Operations Center</b>	<b><u>2.50</u></b>	<b><u>1.50</u></b>	<b><u>1.50</u></b>	<b><u>1.00</u></b>	<b><u>1.00</u></b>

TOWN OF GILBERT POSITION LISTING

<u>DETAIL BY FUND AND DEPARTMENT</u>	<u>Actual FY 2013</u>	<u>Actual FY 2014</u>	<u>Adopted FY 2015</u>	<u>Revised FY 2015</u>	<u>Proposed FY 2016</u>
<b>TOTAL FIRE DEPARTMENT</b>	<b><u>197.00</u></b>	<b><u>201.00</u></b>	<b><u>201.00</u></b>	<b><u>201.00</u></b>	<b><u>203.00</u></b>
<b>PARKS AND RECREATION</b>					
<b>Parks and Recreation Administration</b>					
Parks and Recreation Director	0.95	1.00	0.80	0.85	1.00
Parks and Recreation Manager	1.00	1.00	1.34	1.59	2.00
Administrative Supervisor	1.00	1.00	1.00	1.00	1.00
Program Supervisor	0.10	0.30	0.15	0.00	0.00
Administrative Assistant	3.00	5.55	5.55	5.55	5.55
Customer Service Representative	2.55	0.00	0.00	0.00	0.00
Program Support Analyst	0.00	1.00	1.00	1.00	1.00
Recreation Leader	0.00	0.00	0.00	0.00	0.03
<b>Total Parks and Recreation Administration</b>	<b><u>8.60</u></b>	<b><u>9.85</u></b>	<b><u>9.84</u></b>	<b><u>9.99</u></b>	<b><u>10.58</u></b>
<b>Facilities Maintenance</b>					
Facilities Maintenance Manager	1.00	1.00	1.00	1.00	1.00
Security Systems Technician	1.00	1.00	1.00	1.00	1.00
Senior Facilities Maintenance Technician	3.00	3.00	3.00	3.00	3.00
Custodian	2.00	2.00	2.00	2.00	2.00
Facilities Maintenance Technician	4.00	4.00	4.00	4.00	5.00
<b>Total Facilities Maintenance</b>	<b><u>11.00</u></b>	<b><u>11.00</u></b>	<b><u>11.00</u></b>	<b><u>11.00</u></b>	<b><u>12.00</u></b>
<b>Parks and Open Space:</b>					
<b>Parks and Open Space</b>					
Parks Operations Supervisor	1.00	1.00	1.00	1.00	1.00
Field Supervisor	2.40	2.40	2.40	2.40	2.40
Senior Park Ranger	1.00	1.00	1.00	1.00	1.00
Senior Grounds Maintenance Technician	5.00	5.00	5.00	5.00	5.00
Parks Mechanic	1.00	1.00	1.00	1.00	1.00
Spray Technician	1.00	1.00	1.00	1.00	1.00
Facilities Maintenance Technician	2.00	2.00	2.00	2.00	3.00
Grounds Maintenance Worker	11.93	14.98	14.98	14.98	14.98
Administrative Assistant	1.00	1.00	1.00	1.00	1.00
Park Attendant	2.00	0.00	0.00	0.00	0.00
Park Ranger	2.00	2.00	2.00	2.00	2.00
Recreation Coordinator	0.50	0.50	0.50	0.50	0.50
<b>Total Parks and Open Space</b>	<b><u>30.83</u></b>	<b><u>31.88</u></b>	<b><u>31.88</u></b>	<b><u>31.88</u></b>	<b><u>32.88</u></b>
<b>Riparian Programs</b>					
Parks and Recreation Director	0.00	0.00	0.00	0.00	0.00
Parks and Recreation Manager	0.00	0.00	0.00	0.00	0.00
Recreation Instructor	0.00	0.00	0.00	0.00	0.38
Program Supervisor	0.00	0.00	0.00	0.00	0.00
Program Coordinator	0.00	0.00	0.00	0.00	2.00
Grounds Maintenance Worker	0.00	0.00	0.00	0.00	0.45
<b>Total Riparian Program</b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>2.83</u></b>
<b>Total Parks and Open Space</b>	<b><u>30.83</u></b>	<b><u>31.88</u></b>	<b><u>31.88</u></b>	<b><u>31.88</u></b>	<b><u>35.71</u></b>
<b>Aquatics:</b>					
<b>Gilbert Pool</b>					
Aquatic Facility Technician	0.05	0.05	0.00	0.00	0.00
<b>Total Gilbert Pool</b>	<b><u>0.05</u></b>	<b><u>0.05</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>
<b>Mesquite Pool</b>					
Recreation Supervisor	0.16	0.16	0.16	0.16	0.16

# TOWN OF GILBERT POSITION LISTING

<b><u>DETAIL BY FUND AND DEPARTMENT</u></b>	<b><u>Actual FY 2013</u></b>	<b><u>Actual FY 2014</u></b>	<b><u>Adopted FY 2015</u></b>	<b><u>Revised FY 2015</u></b>	<b><u>Proposed FY 2016</u></b>
Aquatic Facility Technician	0.30	0.30	0.25	0.25	0.25
Recreation Coordinator	0.05	0.05	0.05	0.05	0.05
Pool Manager	0.38	0.38	0.33	0.33	0.33
Assistant Pool Manager	0.67	0.67	0.44	0.44	0.44
Head Coach	0.19	0.19	0.39	0.39	0.39
Assistant Coach	0.53	0.53	0.70	0.70	0.69
Lifeguard/Instructor	1.35	1.35	0.89	0.89	0.86
Lifeguard	2.09	2.09	1.92	1.92	1.88
Senior Recreation Aide	0.24	0.24	0.00	0.00	0.00
<b>Total Mesquite Pool</b>	<b>5.96</b>	<b>5.96</b>	<b>5.13</b>	<b>5.13</b>	<b>5.05</b>
<b>Greenfield Pool</b>					
Recreation Supervisor	0.16	0.16	0.16	0.16	0.16
Aquatic Facility Technician	0.22	0.22	0.25	0.25	0.25
Recreation Coordinator	0.05	0.05	0.05	0.05	0.05
Pool Manager	0.38	0.38	0.33	0.33	0.33
Assistant Pool Manager	0.29	0.29	0.44	0.44	0.44
Head Coach	0.38	0.38	0.38	0.38	0.38
Assistant Coach	1.06	1.06	1.20	1.20	1.19
Lifeguard/Instructor	1.96	1.96	1.44	1.44	1.42
Lifeguard	0.43	0.43	0.00	0.00	0.00
<b>Total Greenfield Pool</b>	<b>4.93</b>	<b>4.93</b>	<b>4.25</b>	<b>4.25</b>	<b>4.22</b>
<b>Perry Pool</b>					
Recreation Supervisor	0.16	0.16	0.16	0.16	0.16
Aquatic Facility Technician	0.21	0.21	0.25	0.25	0.25
Recreation Coordinator	0.05	0.05	0.05	0.05	0.05
Pool Manager	0.38	0.38	0.29	0.29	0.29
Assistant Pool Manager	0.29	0.29	0.20	0.20	0.20
Head Coach	0.48	0.48	0.67	0.67	0.66
Assistant Coach	0.96	0.96	1.51	1.51	1.49
Lifeguard/Instructor	1.70	1.70	1.06	1.06	1.04
Lifeguard	0.38	0.38	0.00	0.00	0.00
<b>Total Perry Pool</b>	<b>4.61</b>	<b>4.61</b>	<b>4.19</b>	<b>4.19</b>	<b>4.14</b>
<b>Williams Field Pool</b>					
Recreation Supervisor	0.16	0.16	0.16	0.16	0.16
Aquatic Facility Technician	0.22	0.22	0.25	0.25	0.25
Recreation Coordinator	0.05	0.05	0.05	0.05	0.05
Pool Manager	0.39	0.39	0.29	0.29	0.29
Assistant Pool Manager	0.29	0.29	0.44	0.44	0.44
Head Coach	0.48	0.48	0.29	0.29	0.29
Assistant Coach	0.96	0.96	0.72	0.72	0.71
Lifeguard/Instructor	1.89	1.89	2.21	2.21	2.18
Lifeguard	0.43	0.43	0.00	0.00	0.00
<b>Total Williams Field Pool</b>	<b>4.87</b>	<b>4.87</b>	<b>4.41</b>	<b>4.41</b>	<b>4.37</b>
<b>Total Aquatics</b>	<b><u>20.42</u></b>	<b><u>20.42</u></b>	<b><u>17.98</u></b>	<b><u>17.98</u></b>	<b><u>17.78</u></b>
<b>Recreation Centers:</b>					
<b>Community Center</b>					
Recreation Supervisor	0.25	0.25	0.25	0.25	0.25
Custodial Supervisor	0.20	0.20	0.20	0.20	0.20
Custodian	1.00	1.00	1.00	1.00	1.00
Recreation Coordinator	0.70	0.70	0.70	0.70	0.70
Recreation Leader	1.40	1.40	1.62	1.62	1.65

TOWN OF GILBERT POSITION LISTING

<b>DETAIL BY FUND AND DEPARTMENT</b>	<b>Actual FY 2013</b>	<b>Actual FY 2014</b>	<b>Adopted FY 2015</b>	<b>Revised FY 2015</b>	<b>Proposed FY 2016</b>
Senior Recreation Leader	0.50	0.50	0.50	0.50	0.51
Recreation Instructor	1.52	1.16	1.39	1.39	1.39
Recreation Instructor Fitness	0.00	0.36	0.13	0.13	0.13
<b>Total Community Center</b>	<b>5.57</b>	<b>5.57</b>	<b>5.79</b>	<b>5.79</b>	<b>5.83</b>
<b>McQueen Activity Center</b>					
Recreation Supervisor	0.25	0.25	0.25	0.25	0.25
Custodian	1.00	1.00	1.00	1.00	1.00
Recreation Coordinator	1.00	1.00	1.00	1.00	1.00
Custodial Supervisor	0.20	0.20	0.20	0.20	0.20
Recreation Leader	3.04	3.04	3.04	3.04	3.09
Recreation Instructor	2.88	2.16	2.64	2.64	2.64
Recreation Instructor Fitness	0.00	0.72	0.24	0.24	0.24
Senior Recreation Leader	0.50	0.50	0.50	0.50	0.51
<b>Total McQueen Activity Center</b>	<b>8.87</b>	<b>8.87</b>	<b>8.87</b>	<b>8.87</b>	<b>8.93</b>
<b>Freestone Recreation Center</b>					
Recreation Supervisor	0.25	0.25	0.25	0.25	0.25
Recreation Coordinator	2.00	2.00	2.00	2.00	2.00
Custodial Supervisor	0.40	0.40	0.40	0.40	0.40
Custodian	1.00	2.00	2.00	2.00	2.75
Senior Recreation Leader	1.34	1.66	1.74	1.74	1.77
Recreation Leader	9.62	10.26	10.79	10.79	10.91
Recreation Instructor	2.70	1.84	1.66	1.66	1.66
Recreation Instructor Fitness	0.00	0.86	1.25	1.25	1.25
<b>Total Freestone Recreation Center</b>	<b>17.31</b>	<b>19.27</b>	<b>20.09</b>	<b>20.09</b>	<b>20.99</b>
<b>Southeast Regional Library</b>					
Recreation Supervisor	0.25	0.25	0.25	0.25	0.25
Custodial Supervisor	0.20	0.20	0.20	0.20	0.20
Custodian	1.00	1.00	1.00	1.00	1.00
Recreation Coordinator	1.00	1.00	1.00	1.00	1.00
Senior Recreation Leader	0.35	0.35	0.35	0.35	0.50
Recreation Instructor	0.42	0.42	0.42	0.42	0.42
Recreation Leader	0.57	0.57	0.57	0.57	0.69
<b>Total Southeast Regional Library</b>	<b>3.79</b>	<b>3.79</b>	<b>3.79</b>	<b>3.79</b>	<b>4.06</b>
<b>Total Recreation Centers</b>	<b>35.54</b>	<b>37.50</b>	<b>38.54</b>	<b>38.54</b>	<b>39.81</b>
<b>Youth Sports</b>					
Recreation Coordinator	0.30	0.30	0.30	0.30	0.30
Recreation Supervisor	0.16	0.16	0.16	0.16	0.16
Senior Recreation Leader	0.40	0.40	0.40	0.40	0.40
<b>Total Youth Sports</b>	<b>0.86</b>	<b>0.86</b>	<b>0.86</b>	<b>0.86</b>	<b>0.86</b>
<b>Adult Sports</b>					
Recreation Coordinator	0.50	0.50	0.50	0.50	0.50
Recreation Supervisor	0.20	0.20	0.20	0.20	0.20
Senior Recreation Leader	1.01	1.01	1.01	1.01	1.01
<b>Total Adult Sports</b>	<b>1.71</b>	<b>1.71</b>	<b>1.71</b>	<b>1.71</b>	<b>1.71</b>
<b>Special Events</b>					
Recreation Coordinator	0.50	1.50	1.50	1.50	1.50
Program Supervisor	1.00	1.00	1.00	1.00	1.00
Senior Recreation Coordinator	1.00	0.00	0.00	0.00	0.00
Senior Recreation Leader	0.75	0.75	0.75	0.75	0.75



TOWN OF GILBERT POSITION LISTING

<b><u>DETAIL BY FUND AND DEPARTMENT</u></b>	<b><u>Actual FY 2013</u></b>	<b><u>Actual FY 2014</u></b>	<b><u>Adopted FY 2015</u></b>	<b><u>Revised FY 2015</u></b>	<b><u>Proposed FY 2016</u></b>
Recreation Leader	0.32	0.32	0.32	0.32	0.32
<b>Total Special Events</b>	<b>3.57</b>	<b>3.57</b>	<b>3.57</b>	<b>3.57</b>	<b>3.57</b>
<b>Special Needs Program</b>					
Recreation Coordinator	0.30	0.30	0.30	0.30	0.30
Recreation Instructors	0.38	0.38	0.38	0.38	0.38
<b>Total Special Needs Program</b>	<b>0.68</b>	<b>0.68</b>	<b>0.68</b>	<b>0.68</b>	<b>0.68</b>
<b>Total Recreation Programs</b>	<b><u>6.82</u></b>	<b><u>6.82</u></b>	<b><u>6.82</u></b>	<b><u>6.82</u></b>	<b><u>6.82</u></b>
<b>TOTAL PARKS AND RECREATION</b>	<b><u>113.21</u></b>	<b><u>117.47</u></b>	<b><u>116.06</u></b>	<b><u>116.21</u></b>	<b><u>122.70</u></b>
<b>TOTAL GENERAL FUND</b>	<b><u>869.02</u></b>	<b><u>890.54</u></b>	<b><u>900.88</u></b>	<b><u>901.18</u></b>	<b><u>917.67</u></b>
<b>ENTERPRISE OPERATIONS</b>					
<b>Water</b>					
<b>Water Administration</b>					
Water Manager	1.00	1.00	1.00	1.00	1.00
Engineer (Applications)	0.00	0.00	0.00	0.00	0.50
<b>Total Water Administration</b>	<b><u>1.00</u></b>	<b><u>1.00</u></b>	<b><u>1.00</u></b>	<b><u>1.00</u></b>	<b><u>1.50</u></b>
<b>Water Conservation</b>					
Water Conservation Supervisor	1.00	1.00	1.00	1.00	1.00
Water Conservation Specialist	2.00	2.00	2.00	2.00	2.00
Mgmt Support Spec - Water Conservation	0.00	0.00	0.00	0.00	1.00
<b>Total Water Conservation</b>	<b><u>3.00</u></b>	<b><u>3.00</u></b>	<b><u>3.00</u></b>	<b><u>3.00</u></b>	<b><u>4.00</u></b>
<b>Water Production:</b>					
<b>North Water Plant Production</b>					
Water Production Supervisor	1.00	1.00	1.00	1.00	1.00
Utility Supervisor	1.33	1.33	1.33	1.33	1.33
Instrumentation and Controls Specialist	2.00	2.00	2.00	2.00	2.00
Water Treatment Plant Mechanic	2.00	2.00	2.00	2.00	2.00
Water Treatment Plant Operator	10.00	10.00	10.00	10.00	10.00
Lead Water Treatment Operator	0.00	0.00	0.00	0.00	1.00
SCADA Programmer	0.00	0.00	0.00	0.00	1.00
Senior Utility Worker	0.00	1.00	1.00	1.00	1.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00
<b>Total North Water Plant Production</b>	<b><u>17.33</u></b>	<b><u>18.33</u></b>	<b><u>18.33</u></b>	<b><u>18.33</u></b>	<b><u>20.33</u></b>
<b>South Water Plant Production</b>					
Utility Supervisor	1.33	1.33	1.33	1.33	1.33
Instrumentation and Controls Specialist	1.00	1.00	1.00	1.00	1.00
Water Treatment Plant Mechanic	1.00	1.00	1.00	1.00	1.00
Water Treatment Plant Operator	6.00	6.00	6.00	6.00	6.00
Chemist	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00
<b>Total South Water Plant Production</b>	<b><u>11.33</u></b>	<b><u>11.33</u></b>	<b><u>11.33</u></b>	<b><u>11.33</u></b>	<b><u>11.33</u></b>
<b>Water Well Production</b>					
Instrumentation and Controls Specialist	1.00	1.00	1.00	1.00	1.00
Utility Supervisor	1.34	1.34	1.34	1.34	1.34
Lead Instrumentation and Wells Specialist	0.00	1.00	1.00	1.00	1.00
Electrician	0.00	1.00	1.00	1.00	1.00
Wells Technician	0.00	0.00	0.00	0.00	1.00

TOWN OF GILBERT POSITION LISTING

<b><u>DETAIL BY FUND AND DEPARTMENT</u></b>	<b><u>Actual FY 2013</u></b>	<b><u>Actual FY 2014</u></b>	<b><u>Adopted FY 2015</u></b>	<b><u>Revised FY 2015</u></b>	<b><u>Proposed FY 2016</u></b>
Senior Utility Worker	1.00	0.00	0.00	0.00	0.00
<b>Total Water Well Production</b>	<b><u>7.34</u></b>	<b><u>8.34</u></b>	<b><u>8.34</u></b>	<b><u>8.34</u></b>	<b><u>9.34</u></b>
<b>Water Quality Assurance</b>					
Water Quality Technician	3.00	3.00	3.00	3.00	3.00
Water Quality Supervisor	1.00	1.00	1.00	1.00	1.00
Chemist	2.00	2.00	2.00	2.00	2.00
<b>Total Water Quality Assurance</b>	<b><u>6.00</u></b>	<b><u>6.00</u></b>	<b><u>6.00</u></b>	<b><u>6.00</u></b>	<b><u>6.00</u></b>
<b>Backflow Prevention</b>					
Inspections Supervisor	0.20	0.20	0.20	0.20	0.20
Inspector II	2.00	2.00	2.00	2.00	2.00
<b>Total Backflow Prevention</b>	<b><u>2.20</u></b>	<b><u>2.20</u></b>	<b><u>2.20</u></b>	<b><u>2.20</u></b>	<b><u>2.20</u></b>
<b>Total Water Production</b>	<b><u>44.20</u></b>	<b><u>46.20</u></b>	<b><u>46.20</u></b>	<b><u>46.20</u></b>	<b><u>49.20</u></b>
<b>Water Distribution</b>					
Utility Supervisor	1.00	1.00	1.00	1.00	1.00
Water Distribution Superintendent	0.00	1.00	1.00	1.00	1.00
Senior Utility Technician	4.00	4.00	4.00	4.00	4.00
Water Distribution Specialist	0.00	0.00	0.00	0.00	1.00
Sr. Utility Worker	0.00	0.00	0.00	0.00	1.00
Utility Worker	7.00	7.00	7.00	7.00	9.00
<b>Total Water Distribution</b>	<b><u>12.00</u></b>	<b><u>13.00</u></b>	<b><u>13.00</u></b>	<b><u>13.00</u></b>	<b><u>17.00</u></b>
<b>Water Metering</b>					
Utility Billing Technician	2.00	2.00	2.00	2.00	2.00
Water Meter Supervisor	2.00	2.00	2.00	2.00	2.00
Senior Utility Technician	4.00	4.00	4.00	4.00	4.00
Instrumentation Technician	1.00	1.00	1.00	1.00	1.00
M&O Worker	17.00	17.00	18.00	18.00	18.00
Administrative Assistant	0.00	0.00	0.00	0.00	1.00
<b>Total Water Metering</b>	<b><u>26.00</u></b>	<b><u>26.00</u></b>	<b><u>27.00</u></b>	<b><u>27.00</u></b>	<b><u>28.00</u></b>
<b>Water Resources</b>					
Water Resources Manager	1.00	1.00	1.00	1.00	1.00
<b>Total Water Resources</b>	<b><u>1.00</u></b>	<b><u>1.00</u></b>	<b><u>1.00</u></b>	<b><u>1.00</u></b>	<b><u>1.00</u></b>
<b>Utility Customer Service</b>					
Financial Services Manager	0.25	0.00	0.00	0.00	0.00
Customer Service Manager	1.00	1.00	0.50	0.50	0.50
Accountant	1.00	1.00	1.00	1.00	1.00
Customer Service Professional	12.75	12.75	10.45	10.45	10.45
Utility Billing Technician	1.00	1.00	2.00	2.00	2.00
Customer Service Supervisor	2.00	2.00	1.30	1.30	1.30
<b>Total Utility Customer Service</b>	<b><u>18.00</u></b>	<b><u>17.75</u></b>	<b><u>15.25</u></b>	<b><u>15.25</u></b>	<b><u>15.25</u></b>
<b>Public Works Administration</b>					
Public Works Director	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	4.00	1.00	1.00	1.00	1.00
Inventory Services Specialist	1.00	1.00	1.00	1.00	0.00
Customer Service Professional	1.00	1.00	1.00	1.00	1.00
<b>Total Public Works Administration</b>	<b><u>7.00</u></b>	<b><u>4.00</u></b>	<b><u>4.00</u></b>	<b><u>4.00</u></b>	<b><u>3.00</u></b>
<b>Utility Locates</b>					

TOWN OF GILBERT POSITION LISTING

<b><u>DETAIL BY FUND AND DEPARTMENT</u></b>	<b><u>Actual FY 2013</u></b>	<b><u>Actual FY 2014</u></b>	<b><u>Adopted FY 2015</u></b>	<b><u>Revised FY 2015</u></b>	<b><u>Proposed FY 2016</u></b>
Utility Locator	5.00	5.00	5.00	5.00	5.00
Utility Supervisor	1.00	1.00	1.00	1.00	1.00
<b>Total Utility Locates</b>	<b><u>6.00</u></b>	<b><u>6.00</u></b>	<b><u>6.00</u></b>	<b><u>6.00</u></b>	<b><u>6.00</u></b>
<b>Total Water</b>	<b><u>118.20</u></b>	<b><u>117.95</u></b>	<b><u>116.45</u></b>	<b><u>116.45</u></b>	<b><u>124.95</u></b>
<b>Wastewater</b>					
<b>Wastewater Administration</b>					
Wastewater Manager	1.00	1.00	1.00	1.00	1.00
Engineer (Applications)	0.00	0.00	0.00	0.00	0.50
Administrative Assistant	0.00	1.00	1.00	1.00	1.00
<b>Total Wastewater Administration</b>	<b><u>1.00</u></b>	<b><u>2.00</u></b>	<b><u>2.00</u></b>	<b><u>2.00</u></b>	<b><u>2.50</u></b>
<b>Wastewater Collection</b>					
Utility Supervisor	2.00	2.00	2.00	2.00	2.00
Senior Utility Technician	6.00	6.00	6.00	6.00	6.00
Instrumentation and Controls Specialist	0.60	0.60	0.60	0.60	0.60
Lift Station Technician	4.00	4.00	4.00	4.00	4.00
Odor Control Specialist	0.00	0.00	1.00	1.00	1.00
Electrician	0.00	1.00	1.00	1.00	1.00
Utility Worker	6.00	7.00	7.00	7.00	7.00
<b>Total Wastewater Collection</b>	<b><u>18.60</u></b>	<b><u>20.60</u></b>	<b><u>21.60</u></b>	<b><u>21.60</u></b>	<b><u>21.60</u></b>
<b>Wastewater Reclaimed:</b>					
<b>Effluent Re-use</b>					
Utility Worker	2.00	2.00	2.00	2.00	2.00
Senior Utility Technician	2.00	2.00	2.00	2.00	2.00
Instrumentation and Controls Specialist	0.40	0.40	0.40	0.40	0.40
Well Technician	2.00	2.00	2.00	2.00	2.00
Utility Supervisor	1.00	1.00	1.00	1.00	1.00
<b>Total Effluent Re-use</b>	<b><u>7.40</u></b>	<b><u>7.40</u></b>	<b><u>7.40</u></b>	<b><u>7.40</u></b>	<b><u>7.40</u></b>
<b>Effluent Recharge</b>					
Utility Worker	1.00	1.00	1.00	1.00	1.00
Senior Utility Technician	1.00	1.00	1.00	1.00	1.00
Reclaimed Water Quality Technician	2.00	2.00	2.00	2.00	2.00
Utility Supervisor	1.00	1.00	1.00	1.00	1.00
<b>Total Effluent Recharge</b>	<b><u>5.00</u></b>	<b><u>5.00</u></b>	<b><u>5.00</u></b>	<b><u>5.00</u></b>	<b><u>5.00</u></b>
<b>Total Wastewater Reclaimed</b>	<b><u>12.40</u></b>	<b><u>12.40</u></b>	<b><u>12.40</u></b>	<b><u>12.40</u></b>	<b><u>12.40</u></b>
<b>Wastewater Quality</b>					
Pretreatment Program Coordinator	1.00	1.00	1.00	1.00	1.00
Industrial Pretreatment Inspector	1.00	1.00	1.00	1.00	1.00
Wastewater Quality Inspector	4.00	4.00	4.00	4.00	4.00
<b>Total Wastewater Quality</b>	<b><u>6.00</u></b>	<b><u>6.00</u></b>	<b><u>6.00</u></b>	<b><u>6.00</u></b>	<b><u>6.00</u></b>
<b>Riparian Programs</b>					
Parks and Recreation Director	0.00	0.00	0.15	0.15	0.00
Parks and Recreation Manager	1.00	1.00	0.41	0.41	0.00
Recreation Instructor	0.68	0.68	0.68	0.23	0.00
Program Supervisor	0.00	0.00	0.15	0.00	0.00
Program Coordinator	1.00	2.00	2.00	2.00	0.00
Grounds Maintenance Worker	0.00	0.00	0.00	0.45	0.00
Naturalist	1.00	0.00	0.00	0.00	0.00
<b>Total Riparian Program</b>	<b><u>3.68</u></b>	<b><u>3.68</u></b>	<b><u>3.39</u></b>	<b><u>3.24</u></b>	<b><u>0.00</u></b>

TOWN OF GILBERT POSITION LISTING

<u>DETAIL BY FUND AND DEPARTMENT</u>	<u>Actual FY 2013</u>	<u>Actual FY 2014</u>	<u>Adopted FY 2015</u>	<u>Revised FY 2015</u>	<u>Proposed FY 2016</u>
<b>Total Wastewater</b>	<b><u>41.68</u></b>	<b><u>44.68</u></b>	<b><u>45.39</u></b>	<b><u>45.24</u></b>	<b><u>42.50</u></b>
<b>Environmental Services - Residential</b>					
<b>Residential Administration</b>					
Environmental Services Manager	0.86	0.86	0.86	0.86	0.86
Environmental Services Collections Administrator	0.00	1.00	1.00	1.00	1.00
Administrative Assistant	0.00	1.00	1.00	1.00	1.00
Environmental Services Specialist	1.00	1.00	1.00	1.00	1.00
Environmental Services Service Technician	0.88	0.88	0.88	0.88	0.88
Customer Service Professional	0.78	0.78	0.78	0.78	0.78
<b>Total Residential Administration</b>	<b><u>3.52</u></b>	<b><u>5.52</u></b>	<b><u>5.52</u></b>	<b><u>5.52</u></b>	<b><u>5.52</u></b>
<b>Residential Collections</b>					
Environmental Services Supervisor	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	0.50	0.50	0.50	0.50	0.50
Heavy Equipment Operator	24.00	26.00	26.00	26.00	26.00
Solid Waste Crew Leader	0.00	0.00	1.00	1.00	1.00
Environmental Services Worker	2.50	2.50	2.50	2.50	2.50
<b>Total Residential Collections</b>	<b><u>28.00</u></b>	<b><u>30.00</u></b>	<b><u>31.00</u></b>	<b><u>31.00</u></b>	<b><u>31.00</u></b>
<b>Uncontained Collections</b>					
Environmental Services Supervisor	1.00	1.00	1.00	1.00	1.00
Environmental Services Crew Leader	1.00	1.00	1.00	1.00	1.00
Environmental Services Inspector	2.00	2.00	2.00	2.00	2.00
Heavy Equipment Operator	17.00	17.00	17.00	17.00	17.00
<b>Total Uncontained Collections</b>	<b><u>21.00</u></b>	<b><u>21.00</u></b>	<b><u>21.00</u></b>	<b><u>21.00</u></b>	<b><u>21.00</u></b>
<b>Recycling</b>					
Environmental Services Supervisor	0.70	0.70	0.70	0.70	0.70
Environmental Services Crew Leader	1.00	1.00	1.00	1.00	1.00
Heavy Equipment Operator	7.00	7.50	8.00	8.00	8.00
<b>Total Recycling</b>	<b><u>8.70</u></b>	<b><u>9.20</u></b>	<b><u>9.70</u></b>	<b><u>9.70</u></b>	<b><u>9.70</u></b>
<b>Environmental Programs</b>					
Environmental Services Supervisor	1.00	1.00	1.00	1.00	1.00
HHW Technician	3.00	3.00	3.00	3.00	3.00
Administrative Assistant	0.50	0.50	0.50	0.50	0.50
<b>Total Environmental Programs</b>	<b><u>4.50</u></b>	<b><u>4.50</u></b>	<b><u>4.50</u></b>	<b><u>4.50</u></b>	<b><u>4.50</u></b>
<b>Outreach Programs</b>					
Recycling Administrator	1.00	1.00	1.00	1.00	1.00
Solid Waste Crew Leader	1.00	1.00	0.00	0.00	0.00
Environmental Outreach Specialist	4.00	4.00	4.00	4.00	4.00
<b>Total Outreach Programs</b>	<b><u>6.00</u></b>	<b><u>6.00</u></b>	<b><u>5.00</u></b>	<b><u>5.00</u></b>	<b><u>5.00</u></b>
<b>Street Cleaning</b>					
Streets Supervisor	0.00	0.00	0.00	0.00	0.33
Heavy Equipment Operator	0.00	0.00	0.00	0.00	7.00
<b>Total Street Cleaning</b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>7.33</u></b>
<b>Storm Water Infrastructure</b>					
M&O Worker - Storm Water	0.00	0.00	0.00	0.00	2.00
<b>Total Storm Water Infrastructure</b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>2.00</u></b>
<b>Total Environmental Services - Residential</b>	<b><u>71.72</u></b>	<b><u>76.22</u></b>	<b><u>76.72</u></b>	<b><u>76.72</u></b>	<b><u>86.05</u></b>

TOWN OF GILBERT POSITION LISTING

<u>DETAIL BY FUND AND DEPARTMENT</u>	<u>Actual FY 2013</u>	<u>Actual FY 2014</u>	<u>Adopted FY 2015</u>	<u>Revised FY 2015</u>	<u>Proposed FY 2016</u>
<b>Environmental Services - Commercial</b>					
<b>Commercial Administration</b>					
Environmental Services Manager	0.14	0.14	0.14	0.14	0.14
Environmental Services Service Technician	0.12	0.12	0.12	0.12	0.12
Customer Service Professional	0.22	0.22	0.22	0.22	0.22
<b>Total Commercial Administration</b>	<b>0.48</b>	<b>0.48</b>	<b>0.48</b>	<b>0.48</b>	<b>0.48</b>
<b>Commercial Collections</b>					
Environmental Services Supervisor	0.30	0.30	0.30	0.30	0.30
Heavy Equipment Operator	5.50	5.50	5.50	5.50	5.50
<b>Total Commercial Collections</b>	<b>5.80</b>	<b>5.80</b>	<b>5.80</b>	<b>5.80</b>	<b>5.80</b>
<b>Commercial Roll Offs</b>					
Heavy Equipment Operator	1.00	1.00	1.00	1.00	2.00
<b>Total Commercial Roll Offs</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>	<b>2.00</b>
<b>Total Environmental Services - Commercial</b>	<b>7.28</b>	<b>7.28</b>	<b>7.28</b>	<b>7.28</b>	<b>8.28</b>
<b>TOTAL ENTERPRISE OPERATIONS</b>	<b>238.88</b>	<b>246.13</b>	<b>245.84</b>	<b>245.69</b>	<b>261.78</b>
<b>STREETS</b>					
<b>Streets Administration</b>					
Streets Manager	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	0.00	1.00	1.00	1.00	1.00
Streets Superintendent	0.00	0.00	0.00	0.00	1.00
<b>Total Streets Administration</b>	<b>1.00</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>	<b>3.00</b>
<b>Streets Maintenance:</b>					
<b>Asphalt Patching</b>					
Streets Supervisor	0.25	0.33	0.33	0.33	0.33
Senior Streets Maintenance Technician	1.00	1.00	1.00	1.00	1.00
Streets Maintenance Worker	2.00	2.00	2.00	2.00	2.00
<b>Total Asphalt Patching</b>	<b>3.25</b>	<b>3.33</b>	<b>3.33</b>	<b>3.33</b>	<b>3.33</b>
<b>Street Cleaning</b>					
Streets Supervisor	0.34	0.33	0.33	0.33	0.00
Heavy Equipment Operator	7.00	7.00	7.00	7.00	0.00
<b>Total Street Cleaning</b>	<b>7.34</b>	<b>7.33</b>	<b>7.33</b>	<b>7.33</b>	<b>0.00</b>
<b>Preventive Maintenance</b>					
Streets Supervisor	0.33	0.34	0.34	0.34	0.34
Pavement Maintenance Specialist	1.00	1.00	1.00	1.00	1.00
Preventive Maintenance Technician	1.00	2.00	2.00	2.00	2.00
<b>Total Preventive Maintenance</b>	<b>2.33</b>	<b>3.34</b>	<b>3.34</b>	<b>3.34</b>	<b>3.34</b>
<b>Crack Sealing</b>					
Streets Supervisor	0.25	0.34	0.34	0.34	0.34
Senior Streets Maintenance Technician	1.00	2.00	2.00	2.00	2.00
Streets Maintenance Worker	3.00	6.00	6.00	6.00	6.00
<b>Total Crack Sealing</b>	<b>4.25</b>	<b>8.34</b>	<b>8.34</b>	<b>8.34</b>	<b>8.34</b>
<b>Fog Sealing</b>					
Streets Supervisor	0.25	0.33	0.33	0.33	0.33
Senior Streets Maintenance Technician	1.00	1.00	1.00	1.00	1.00
Heavy Equipment Operator	1.00	1.00	1.00	1.00	1.00

TOWN OF GILBERT POSITION LISTING

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Streets Maintenance Worker	3.00	3.00	3.00	3.00	3.00
<b>Total Fog Sealing</b>	<b>5.25</b>	<b>5.33</b>	<b>5.33</b>	<b>5.33</b>	<b>5.33</b>
<b>Total Streets Maintenance</b>	<b><u>22.42</u></b>	<b><u>27.67</u></b>	<b><u>27.67</u></b>	<b><u>27.67</u></b>	<b><u>20.34</u></b>
<b>Street Traffic Control:</b>					
<b>Street Marking</b>					
Streets Supervisor	0.50	0.33	0.33	0.33	0.33
<b>Total Street Marking</b>	<b>0.50</b>	<b>0.33</b>	<b>0.33</b>	<b>0.33</b>	<b>0.33</b>
<b>Street Signs</b>					
Streets Supervisor	0.50	0.33	0.33	0.33	0.33
Sign Technician	1.00	1.00	1.00	1.00	1.00
Streets Maintenance Worker	3.00	3.00	3.00	3.00	3.00
<b>Total Street Signs</b>	<b>4.50</b>	<b>4.33</b>	<b>4.33</b>	<b>4.33</b>	<b>4.33</b>
<b>Street Lighting</b>					
Streets Supervisor	0.50	0.50	0.50	0.50	0.50
Street Light Technician	4.00	4.00	4.00	4.00	4.00
<b>Total Street Lighting</b>	<b>4.50</b>	<b>4.50</b>	<b>4.50</b>	<b>4.50</b>	<b>4.50</b>
<b>Traffic Signal Maintenance</b>					
Streets Supervisor	0.50	0.50	0.50	0.50	0.50
Traffic Signal Specialist	6.00	6.00	6.00	6.00	6.00
<b>Total Traffic Signal Maintenance</b>	<b>6.50</b>	<b>6.50</b>	<b>6.50</b>	<b>6.50</b>	<b>6.50</b>
<b>Traffic Operations Center</b>					
Traffic Operations Supervisor	1.00	1.00	1.00	1.00	1.00
Assistant Town Traffic Engineer	1.00	1.00	1.00	1.00	1.00
Intelligent Transportation Systems Technician	1.00	1.00	1.00	1.00	1.00
Intelligent Transportation Systems Specialist	1.00	1.00	1.00	1.00	1.00
<b>Total Traffic Operations Center</b>	<b>4.00</b>	<b>4.00</b>	<b>4.00</b>	<b>4.00</b>	<b>4.00</b>
<b>Total Street Traffic Control</b>	<b><u>20.00</u></b>	<b><u>19.66</u></b>	<b><u>19.66</u></b>	<b><u>19.66</u></b>	<b><u>19.66</u></b>
<b>Total Right of Way Maintenance</b>	<b><u>5.33</u></b>	<b><u>5.33</u></b>	<b><u>5.33</u></b>	<b><u>5.33</u></b>	<b><u>5.33</u></b>
<b>Hazard Response</b>					
Streets Supervisor	0.25	0.34	0.34	0.34	0.34
Senior Streets Maintenance Technician	2.00	2.00	2.00	2.00	2.00
<b>Total Hazard Response</b>	<b><u>2.25</u></b>	<b><u>2.34</u></b>	<b><u>2.34</u></b>	<b><u>2.34</u></b>	<b><u>2.34</u></b>
<b>TOTAL STREETS</b>	<b><u>51.00</u></b>	<b><u>57.00</u></b>	<b><u>57.00</u></b>	<b><u>57.00</u></b>	<b><u>50.67</u></b>
<b>Fleet Maintenance:</b>					
<b>Shop Operations</b>					
Administrative Assistant	0.75	0.75	0.75	0.75	0.75
Fleet Supervisor	2.00	2.00	2.00	2.00	2.00
Fleet Specialist	2.00	2.00	2.00	2.00	2.00
Welder Technician	1.00	1.00	1.00	1.00	1.00
Fleet Technician	14.00	13.00	13.00	13.00	13.00
Service Aide	1.00	1.00	1.00	1.00	1.00
<b>Total Shop Operations</b>	<b>20.75</b>	<b>19.75</b>	<b>19.75</b>	<b>19.75</b>	<b>19.75</b>
<b>Parts Acquisition</b>					

TOWN OF GILBERT POSITION LISTING

<b><u>DETAIL BY FUND AND DEPARTMENT</u></b>	<b><u>Actual FY 2013</u></b>	<b><u>Actual FY 2014</u></b>	<b><u>Adopted FY 2015</u></b>	<b><u>Revised FY 2015</u></b>	<b><u>Proposed FY 2016</u></b>
Fleet Business Manager	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	1.75	1.75	1.75	1.75	1.75
Parts Technician	2.00	3.00	3.00	3.00	3.00
<b>Total Parts Acquisition</b>	<b>4.75</b>	<b>5.75</b>	<b>5.75</b>	<b>5.75</b>	<b>5.75</b>
<b>Fuel</b>					
Administrative Assistant	0.25	0.25	0.25	0.25	0.25
<b>Total Fuel</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>
<b>Commercial Operations</b>					
Administrative Assistant	0.25	0.25	0.25	0.25	0.25
<b>Total Commercial Operations</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>
<b>TOTAL INTERNAL SERVICE</b>	<b><u>26.00</u></b>	<b><u>26.00</u></b>	<b><u>26.00</u></b>	<b><u>26.00</u></b>	<b><u>26.00</u></b>
<b>SPECIAL REVENUE</b>					
<b>CDBG/HOME Administration</b>					
Program Supervisor	0.90	0.70	0.70	0.85	0.85
Program Coordinator	0.00	0.00	1.00	1.00	1.00
Parks and Recreation Manager	0.00	0.00	0.25	0.00	0.00
Parks and Recreation Director	0.05	0.00	0.05	0.00	0.00
<b>Total CDBG Administration</b>	<b>0.95</b>	<b>0.70</b>	<b>2.00</b>	<b>1.85</b>	<b>1.85</b>
<b>Police Impound Fund</b>					
Non-Sworn Public Safety Technician	2.00	2.00	2.00	2.00	2.00
Tow Program Supervisor	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00
<b>Total Police Impound Fund</b>	<b>4.00</b>	<b>4.00</b>	<b>4.00</b>	<b>4.00</b>	<b>4.00</b>
<b>Parkway Maintenance Improvement District</b>					
Senior Grounds Maintenance Technician	1.00	1.00	1.00	1.00	1.00
Grounds Maintenance Worker	1.00	1.00	1.00	1.00	1.00
M&O Supervisor	0.60	0.60	0.60	0.60	0.60
<b>Total PKID</b>	<b>2.60</b>	<b>2.60</b>	<b>2.60</b>	<b>2.60</b>	<b>2.60</b>
<b>Court Enhancement Fund</b>					
Court Services Clerk	1.00	1.00	1.00	1.00	1.00
<b>Total Court Enhancement Fund</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>
<b>Judicial Collection Enhancement</b>					
Systems Analyst	1.00	1.00	1.00	1.00	1.00
<b>Total Judicial Collection Enhancement</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>
<b>Transportation Assistance</b>					
Transportation Coordinator	0.00	1.00	1.00	1.00	1.00
<b>Total Transportation Assistance</b>	<b>0.00</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>
<b>TOTAL SPECIAL REVENUE</b>	<b><u>9.55</u></b>	<b><u>10.30</u></b>	<b><u>11.60</u></b>	<b><u>11.45</u></b>	<b><u>11.45</u></b>
<b>Capital Project Administration</b>					
Town Engineer	0.40	0.40	0.40	0.40	0.40
Assistant Town Engineer	1.00	1.00	1.00	1.00	1.00
Project Manager	2.00	2.00	2.00	2.00	2.00
Senior Project Manager	2.00	2.00	2.00	2.00	2.00
Project Coordinator	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	1.75	1.00	1.00	1.00	1.00

TOWN OF GILBERT POSITION LISTING

<u>DETAIL BY FUND AND DEPARTMENT</u>	<u>Actual FY 2013</u>	<u>Actual FY 2014</u>	<u>Adopted FY 2015</u>	<u>Revised FY 2015</u>	<u>Proposed FY 2016</u>
Total Capital Project Administration	8.15	7.40	7.40	7.40	7.40
<b>GRAND TOTAL POSITIONS</b>	<b><u>1,202.60</u></b>	<b><u>1,237.37</u></b>	<b><u>1,248.72</u></b>	<b><u>1,248.72</u></b>	<b><u>1,274.97</u></b>
 <b>Limited Term Agreements:</b>					
<b>GENERAL FUND</b>					
<b>Development Services</b>					
Inspector II			1.00	1.00	1.00
Inspector I			1.00	1.00	1.00
<b>Manager</b>					
Management Support Analyst			1.00	1.00	1.00
<b>TOTAL GENERAL FUND</b>			<b><u>3.00</u></b>	<b><u>3.00</u></b>	<b><u>3.00</u></b>



**Town of Gilbert - Expense Summary**  
**Fiscal Year 2015-16**

	<b><u>2012-13</u></b> <b><u>Actual</u></b>	<b><u>2013-14</u></b> <b><u>Actual</u></b>	<b><u>2014-15</u></b> <b><u>Adopted</u></b>	<b><u>2014-15</u></b> <b><u>Projected</u></b>	<b><u>2015-16</u></b> <b><u>Requested</u></b>
<b>GENERAL FUND:</b>					
Management and Policy	14,542,662	21,295,942	19,692,045	19,479,760	22,094,680
Management Services	1,560,986	1,813,211	2,069,096	1,927,320	2,123,930
Court	2,752,748	2,979,809	3,146,321	3,112,640	3,117,380
Development Services	5,252,465	5,288,148	5,565,694	5,305,280	5,572,570
Public Works - Engineering	637,935	770,330	758,368	659,540	765,430
Police	37,098,268	40,369,015	41,824,523	41,400,880	44,120,090
Fire and Rescue	22,338,515	24,771,708	26,429,823	26,271,070	28,829,510
Parks and Recreation	14,191,478	15,062,399	16,983,259	16,881,720	17,625,210
Non-Departmental	3,824,802	9,287,363	20,248,855	11,199,760	28,505,060
Contingency/Reserves	-	-	15,647,500	-	16,000,000
<b>TOTAL GENERAL FUND</b>	<b>\$ 102,199,859</b>	<b>\$ 121,637,925</b>	<b>\$ 152,365,484</b>	<b>\$ 126,237,970</b>	<b>\$ 168,753,860</b>
<b>ENTERPRISE OPERATIONS:</b>					
Water	24,584,659	36,663,759	50,030,312	26,559,960	51,422,220
Wastewater	13,447,022	18,695,632	26,244,464	18,074,160	27,648,640
Environmental Svc - Residential	11,525,017	11,495,175	17,772,107	14,122,948	20,207,830
Environmental Svc - Commercial	1,867,307	1,975,194	3,231,788	2,160,870	3,618,590
<b>TOTAL ENTERPRISE</b>	<b>\$ 51,424,005</b>	<b>\$ 68,829,760</b>	<b>\$ 97,278,671</b>	<b>\$ 60,917,938</b>	<b>\$ 102,897,280</b>
<b>STREETS</b>	<b>\$ 11,474,882</b>	<b>\$ 17,442,871</b>	<b>\$ 22,619,484</b>	<b>\$ 19,184,500</b>	<b>\$ 26,618,990</b>
<b>INTERNAL SERVICES</b>	<b>\$ 21,102,222</b>	<b>\$ 24,144,222</b>	<b>\$ 24,812,868</b>	<b>\$ 23,762,480</b>	<b>\$ 25,898,300</b>
<b>REPLACEMENT FUNDS:</b>					
General	705,220	599,824	4,053,950	1,000,000	4,401,660
Streets	297,310	368,768	743,900	100,000	1,068,340
Water	205,993	2,535,898	11,519,053	1,091,280	10,556,190
Wastewater	80,612	267,994	4,488,064	3,256,340	8,264,220
Environmental Svc - Residential	579,343	914,318	2,020,000	755,230	2,789,810
Environmental Svc - Commercial	-	337,134	350,000	7,590	609,870
<b>TOTAL REPLACEMENT FUNDS</b>	<b>\$ 1,868,478</b>	<b>\$ 5,023,936</b>	<b>\$ 23,174,967</b>	<b>\$ 6,210,440</b>	<b>\$ 27,690,090</b>
<b>SUBTOTAL OPERATING FUNDS</b>	<b>\$ 188,069,446</b>	<b>\$ 237,078,714</b>	<b>\$ 320,251,474</b>	<b>\$ 236,313,328</b>	<b>\$ 351,858,520</b>
<b>SPECIAL REVENUE FUNDS:</b>					
CDBG/HOME	826,623	1,120,160	991,732	557,130	1,895,160
Development Fees	-	4,361,713	9,662,351	6,297,890	12,435,280
Grants	589,479	1,057,955	6,548,048	595,400	7,963,510
Police Impound	274,982	278,880	302,732	252,140	308,560
Special Districts	2,456,273	2,452,104	2,733,270	2,547,450	2,877,780
Other Special Revenue	1,594,138	1,622,876	3,914,897	2,680,470	4,248,250
<b>TOTAL SPECIAL REVENUE</b>	<b>\$ 5,741,495</b>	<b>\$ 10,893,688</b>	<b>\$ 24,153,030</b>	<b>\$ 12,930,480</b>	<b>\$ 29,728,540</b>
<b>OTHER CAPITAL FUNDS</b>	<b>\$ 40,917,326</b>	<b>\$ 18,130,244</b>	<b>\$ 149,535,514</b>	<b>\$ 28,716,950</b>	<b>\$ 178,393,250</b>
<b>DEBT SERVICE</b>	<b>\$ 53,453,612</b>	<b>\$ 56,454,578</b>	<b>\$ 60,786,682</b>	<b>\$ 57,172,170</b>	<b>\$ 61,151,440</b>
<b>TRUST ACCOUNTS</b>	<b>\$ 2,500</b>	<b>\$ 2,500</b>	<b>\$ 2,500</b>	<b>\$ 2,500</b>	<b>\$ 2,500</b>
<b>GRAND TOTAL EXPENSES</b>	<b>\$ 288,184,379</b>	<b>\$ 322,559,724</b>	<b>\$ 554,729,200</b>	<b>\$ 335,135,428</b>	<b>\$ 621,134,250</b>

# Town of Gilbert - Expense Detail Fiscal Year 2015-16

	<u>2012-13 Actual</u>	<u>2013-14 Actual</u>	<u>2014-15 Adopted</u>	<u>2014-15 Projected</u>	<u>2015-16 Requested</u>
<b>GENERAL FUND</b>					
<b>MANAGEMENT AND POLICY</b>					
Mayor and Council	584,642	647,739	751,956	682,930	820,090
Boards and Commissions	29,050	23,477	34,420	31,290	31,500
Town Manager	917,032	986,120	1,349,456	2,379,720	3,087,790
Communications	531,434	750,129	772,986	773,700	826,610
Intergovernmental Relations	218,988	274,637	296,768	296,700	297,460
Human Resources:					
Administration	1,070,591	1,282,524	1,353,870	1,314,200	1,474,740
Learning and Development	369,947	409,367	398,376	402,550	488,730
Risk Management	319,843	362,085	345,847	348,440	346,490
Payroll	245,070	227,847	213,008	223,330	228,880
Total Human Resources	2,005,451	2,281,823	2,311,101	2,288,520	2,538,840
Economic Development:					
Economic Development Admin	953,817	1,260,311	1,442,157	1,387,320	1,583,560
Redevelopment	19,055	3,643,227	168,936	168,940	88,470
Shop Gilbert	1,991	-	10,000	10,000	13,500
Tourism	-	28,529	102,000	111,420	425,200
Total Economic Development	974,863	4,932,067	1,723,093	1,677,680	2,110,730
Information Technology:					
Administration	250,744	254,723	301,475	262,880	292,920
Communication Services	2,238,065	3,960,699	3,628,091	3,488,520	3,395,500
Application Operations	2,363,250	2,429,234	3,555,080	3,075,220	3,709,940
GIS Application and Support	671,510	720,317	658,048	642,720	782,040
Imaging Support	156,779	4	-	-	-
Total InformationTechnology	5,680,348	7,364,977	8,142,694	7,469,340	8,180,400
Management and Budget	391,636	629,184	698,269	743,590	710,480
Town Clerk	674,792	515,470	667,680	569,640	593,380
Neighborhood Services	101,523	110,951	109,921	20,340	136,280
Legal:					
General Counsel	794,065	1,023,362	1,084,437	790,140	1,015,130
Prosecutor	1,638,838	1,756,006	1,749,264	1,756,170	1,745,990
Total Legal	2,432,903	2,779,368	2,833,701	2,546,310	2,761,120
<b>TOTAL MANAGEMENT AND POLICY</b>	<b>\$ 14,542,662</b>	<b>\$ 21,295,942</b>	<b>\$ 19,692,045</b>	<b>\$ 19,479,760</b>	<b>\$ 22,094,680</b>
<b>MANAGEMENT SERVICES</b>					
Finance:					
Administration	184,493	184,786	187,480	194,350	187,090
Accounting	800,526	896,590	1,081,685	922,070	919,220
Purchasing	257,359	356,054	386,856	395,450	546,620
Tax Compliance	318,608	375,781	413,075	415,450	471,000
Total Finance	1,560,986	1,813,211	2,069,096	1,927,320	2,123,930

**Town of Gilbert - Expense Detail  
Fiscal Year 2015-16**

	<b><u>2012-13 Actual</u></b>	<b><u>2013-14 Actual</u></b>	<b><u>2014-15 Adopted</u></b>	<b><u>2014-15 Projected</u></b>	<b><u>2015-16 Requested</u></b>
<b>TOTAL MANAGEMENT SERVICES</b>	<b>\$ 1,560,986</b>	<b>\$ 1,813,211</b>	<b>\$ 2,069,096</b>	<b>\$ 1,927,320</b>	<b>\$ 2,123,930</b>
<b>COURT</b>					
Municipal Court	2,752,748	2,979,809	3,146,321	3,112,640	3,117,380
<b>TOTAL COURT</b>	<b>\$ 2,752,748</b>	<b>\$ 2,979,809</b>	<b>\$ 3,146,321</b>	<b>\$ 3,112,640</b>	<b>\$ 3,117,380</b>
<b>DEVELOPMENT SERVICES</b>					
Administration	349,344	289,904	279,328	234,530	265,800
Permits and Licensing	486,665	395,243	618,034	595,860	618,540
Plan Review and Inspection:					
Administration	296,150	221,850	228,919	231,000	232,500
Building	1,187,316	1,389,701	1,373,090	1,350,650	1,417,340
Fire	204,087	177,975	205,819	187,400	210,120
Engineering	900,183	845,905	918,864	891,070	913,330
Planning	254,176	261,135	264,387	264,820	264,410
Code	538,995	567,319	575,207	504,350	578,010
Total Plan Review and Inspection	3,380,907	3,463,885	3,566,286	3,429,290	3,615,710
Planning Services	1,035,549	1,139,116	1,102,046	1,045,600	1,072,520
<b>TOTAL DEVELOPMENT SERVICES</b>	<b>\$ 5,252,465</b>	<b>\$ 5,288,148</b>	<b>\$ 5,565,694</b>	<b>\$ 5,305,280</b>	<b>\$ 5,572,570</b>
<b>PUBLIC WORKS</b>					
Engineering Services:					
Administration	235,882	265,239	239,460	148,250	199,730
Development	122,944	153,928	191,775	126,510	189,200
Traffic	279,109	351,163	327,133	384,780	376,500
Total Engineering Services	637,935	770,330	758,368	659,540	765,430
<b>TOTAL PUBLIC WORKS</b>	<b>\$ 637,935</b>	<b>\$ 770,330</b>	<b>\$ 758,368</b>	<b>\$ 659,540</b>	<b>\$ 765,430</b>
<b>POLICE DEPARTMENT</b>					
Administration	618,303	832,230	676,381	669,210	699,930
Animal Control	143,966	91,035	148,325	143,970	145,000
Incarceration	1,462,747	1,463,378	1,650,000	1,500,000	1,500,000
Professional Standards:					
Internal Affairs	471,758	509,184	508,269	509,600	526,630
Hiring/Inspections	296,252	312,640	335,583	418,790	430,300
Alarm Management	68,335	89,482	68,782	63,190	70,410
Training & Program Coordination	123,159	359,021	442,456	436,660	480,760
Crime Prevention	236,604	238,661	241,771	240,820	247,130
Total Professional Standards	1,196,108	1,508,988	1,596,861	1,669,060	1,755,230
Patrol Services:					
Uniform Patrol	16,379,822	16,413,487	16,535,390	17,158,950	17,482,380
Detention / Court Support	456,359	509,888	709,807	675,510	664,400
Enforcement Support	135	756,465	771,295	787,660	791,210
Civilian Support	-	-	455,932	270,470	520,340

# Town of Gilbert - Expense Detail Fiscal Year 2015-16

	<b><u>2012-13 Actual</u></b>	<b><u>2013-14 Actual</u></b>	<b><u>2014-15 Adopted</u></b>	<b><u>2014-15 Projected</u></b>	<b><u>2015-16 Requested</u></b>
Total Patrol Services	16,836,316	17,679,840	18,472,424	18,892,590	19,458,330
Support Services:					
Administration	561,980	546,285	488,286	473,620	420,890
Records	881,996	935,972	1,002,949	803,910	1,022,020
Communications	2,489,246	2,982,823	3,029,046	2,949,640	3,022,780
Property	572,364	635,806	616,961	574,180	607,150
Planning and Research	167,519	164,332	166,134	166,600	167,280
Total Support Services	4,673,105	5,265,218	5,303,376	4,967,950	5,240,120
Counseling Services	815,861	910,116	916,603	747,200	853,080
Investigations:					
General Investigations	1,131,221	1,178,304	1,359,044	1,156,740	1,448,630
Persons Crimes - CSCU	1,035,345	1,204,665	1,260,881	1,178,160	1,499,100
Persons Crimes - VCU	948,175	1,005,163	1,065,533	1,043,290	1,337,130
Property Crimes	1,258,821	1,372,166	1,375,088	1,361,290	1,522,520
Intel and Analysis Unit	752,071	810,640	968,465	959,240	1,170,620
Total Investigations	5,125,633	5,570,938	6,029,011	5,698,720	6,978,000
Special Enforcement:					
Crime Suppression	1,270,449	1,440,637	1,495,030	1,548,620	1,859,640
Traffic Unit	2,234,958	2,662,280	2,445,020	2,496,850	2,546,010
School Programs	1,070,686	1,079,840	1,227,017	1,122,840	1,155,280
Total Special Enforcement:	4,576,093	5,182,757	5,167,067	5,168,310	5,560,930
Tactical Operations:					
SWAT	139,544	159,121	227,024	250,670	223,030
Crime Apprehension	840,173	918,696	802,209	822,260	809,900
Special Investigations	670,419	786,698	835,242	870,940	896,540
Total Tactical Operations	1,650,136	1,864,515	1,864,475	1,943,870	1,929,470
<b>TOTAL POLICE DEPARTMENT</b>	<b><u>\$ 37,098,268</u></b>	<b><u>\$ 40,369,015</u></b>	<b><u>\$ 41,824,523</u></b>	<b><u>\$ 41,400,880</u></b>	<b><u>\$ 44,120,090</u></b>
<b>FIRE AND RESCUE DEPARTMENT</b>					
Administration:					
Administration	782,984	677,211	718,001	759,980	680,460
Organizational Performance	-	-	-	-	466,610
Total Administration	<b>782,984</b>	<b>677,211</b>	<b>718,001</b>	<b>759,980</b>	<b>1,147,070</b>
Operations:					
Training	858,529	864,232	737,833	696,550	741,920
Operations	19,740,864	22,150,831	23,699,135	23,540,080	23,371,250
Total Operations	20,599,393	23,015,063	24,436,968	24,236,630	24,113,170
Support:					
Prevention	542,394	583,804	622,409	606,560	755,460
Public Education	107,948	183,885	382,948	431,960	514,510
Investigations	23,285	19,517	32,015	15,810	-
Resource	-	-	-	5,000	2,126,580
Total Support	673,627	787,206	1,037,372	1,059,330	3,396,550

# Town of Gilbert - Expense Detail Fiscal Year 2015-16

	<u>2012-13 Actual</u>	<u>2013-14 Actual</u>	<u>2014-15 Adopted</u>	<u>2014-15 Projected</u>	<u>2015-16 Requested</u>
Emergency Operations Center	282,511	292,228	237,482	215,130	172,720
<b>TOTAL FIRE AND RESCUE</b>	<b>\$ 22,338,515</b>	<b>\$ 24,771,708</b>	<b>\$ 26,429,823</b>	<b>\$ 26,271,070</b>	<b>\$ 28,829,510</b>
<b>PARKS AND RECREATION</b>					
Administration	758,806	886,561	997,142	1,049,620	1,200,200
Facilities Maintenance:					
Facilities Maintenance	839,126	881,557	979,010	990,190	1,206,410
Municipal Office I	380,353	426,753	620,300	617,610	470,230
Public Works Facility	148,676	120,973	233,735	241,820	181,230
Municipal Office II	148,955	150,225	158,560	170,990	197,850
Public Safety Center	854,472	762,522	894,965	916,930	905,950
South Area Service Center	225,545	209,256	179,980	195,930	220,040
Heritage Annex	39,667	24,395	35,660	34,430	30,980
Traffic Center/Radio Facility	17,123	14,982	23,510	19,090	42,060
Total Facilities Maintenance	2,653,917	2,590,663	3,125,720	3,186,990	3,254,750
Parks and Open Space:					
Parks Administration	1,950,832	2,014,891	2,221,834	2,154,900	2,294,190
Freestone Park	379,910	408,683	387,580	398,800	468,000
Crossroads Park	223,931	286,381	441,770	482,160	406,130
McQueen Park	191,025	205,350	284,805	283,870	259,240
Hetchler Park	104,623	209,097	162,186	172,760	119,030
Nichols Park	38,909	52,916	49,400	55,840	54,140
Elliot District Park	64,330	60,850	33,555	35,150	35,150
Rittenhouse Basin	154	491	225	-	5,000
Riparian Preserve	-	-	-	-	372,040
John Allen Park	7,148	6,224	10,160	11,140	10,700
Veterans Park	4,772	5,276	7,725	7,510	5,320
Page Park	40,194	45,223	45,690	47,300	46,300
Circle G Basin	17,199	26,942	32,820	31,750	26,970
Oak Tree Park	18,192	24,893	30,430	27,190	25,520
Village II Park	7,442	11,344	16,430	16,090	13,300
Old West Park	10,311	6,245	7,640	9,400	8,400
Sunview Park	20,300	23,923	27,570	27,130	24,210
Villa Madeira Park	8,210	11,572	10,900	11,900	12,720
Vista Alegre Park	11,009	14,861	18,160	18,070	16,680
Discovery Park	178,025	177,686	210,009	210,410	217,870
Cosmo Park	89,490	91,903	126,185	142,190	117,870
Water Tower Park	100,911	70,831	114,130	97,500	76,050
Western Canal Amenities	67,281	19,047	56,575	43,270	30,620
Vaughn Avenue Basin	22,145	20,328	29,310	25,140	23,650
Zanjero Park	15,141	36,437	26,955	35,150	26,270
Sonoqui Wash	5,148	5,040	22,725	22,500	47,750
Trail System	81,516	76,859	77,270	76,620	68,050
Other Parks	4,073	9,213	16,600	14,600	12,000
Heritage District	72,087	66,641	84,480	84,480	72,020
Total Parks and Open Space	3,734,308	3,989,147	4,553,119	4,542,820	4,895,190
Aquatics:					

# Town of Gilbert - Expense Detail Fiscal Year 2015-16

	<u>2012-13 Actual</u>	<u>2013-14 Actual</u>	<u>2014-15 Adopted</u>	<u>2014-15 Projected</u>	<u>2015-16 Requested</u>
Gilbert Pool	22,629	3,970	25,000	25,000	-
Mesquite Pool	239,696	270,897	275,619	265,760	275,600
Greenfield Pool	200,509	209,670	250,360	250,860	251,600
Perry Pool	166,277	175,983	219,394	219,210	216,330
Williams Field Pool	168,574	195,428	219,808	219,690	213,800
Total Aquatics	797,685	855,948	990,181	980,520	957,330
Recreation Centers:					
Community Center	348,296	383,553	398,537	412,980	406,720
McQueen Activity Center	452,222	597,249	580,915	544,310	599,590
Page Park Center	14,273	16,927	13,021	11,680	26,410
Freestone Recreation Center	1,107,746	1,255,959	1,233,813	1,186,730	1,368,730
SE Regional Library	2,616,566	2,691,914	3,104,856	3,057,730	2,888,970
Perry Branch Library	867,461	961,708	997,469	952,320	1,036,890
Total Recreation Centers	5,406,564	5,907,310	6,328,611	6,165,750	6,327,310
Recreation Programs:					
Youth Sports	65,818	74,860	85,005	71,040	85,160
Adult Sports	248,426	225,206	275,591	273,330	272,810
Special Events Administration	268,368	293,864	301,140	292,110	304,420
Special Events	210,949	188,753	269,410	257,500	271,820
Special Needs	46,637	50,087	57,340	62,040	56,220
Total Recreation Programs	840,198	832,770	988,486	956,020	990,430
<b>TOTAL PARKS AND RECREATION</b>	<b>\$ 14,191,478</b>	<b>\$ 15,062,399</b>	<b>\$ 16,983,259</b>	<b>\$ 16,881,720</b>	<b>\$ 17,625,210</b>
<b>NON-DEPARTMENTAL</b>					
Transportation:					
Transit	101,408	-	-	-	-
Phoenix Mesa Gateway Airport	350,000	350,000	350,000	350,000	350,000
Total Transportation	451,408	350,000	350,000	350,000	350,000
Outside Agencies:					
Youth Special Programs	125,000	123,000	-	-	-
Senior Programs	14,093	-	137,000	137,000	138,030
Social Services	118,657	238,059	305,000	305,000	305,000
Museum Support	51,623	51,459	51,500	51,500	51,500
Culture and Arts	200	-	-	-	-
Total Outside Agencies	309,573	412,518	493,500	493,500	494,530
ED Reserve	-	-	5,000,000	-	5,000,000
Capital Projects	-	4,470,440	14,795,685	6,321,590	22,235,070
Contingency	-	-	10,647,500	-	11,000,000
Other	3,063,821	4,054,405	4,609,670	4,034,670	5,425,460
<b>TOTAL NON-DEPARTMENTAL</b>	<b>\$ 3,824,802</b>	<b>\$ 9,287,363</b>	<b>\$ 35,896,355</b>	<b>\$ 11,199,760</b>	<b>\$ 44,505,060</b>
<b>TOTAL GENERAL FUND</b>	<b>\$ 102,199,859</b>	<b>\$ 121,637,925</b>	<b>\$ 152,365,484</b>	<b>\$ 126,237,970</b>	<b>\$ 168,753,860</b>

## ENTERPRISE OPERATIONS

# Town of Gilbert - Expense Detail Fiscal Year 2015-16

	<b><u>2012-13</u></b> <b><u>Actual</u></b>	<b><u>2013-14</u></b> <b><u>Actual</u></b>	<b><u>2014-15</u></b> <b><u>Adopted</u></b>	<b><u>2014-15</u></b> <b><u>Projected</u></b>	<b><u>2015-16</u></b> <b><u>Requested</u></b>
<b>WATER</b>					
Administration	396,794	342,788	427,205	455,250	417,340
Water Conservation	192,488	254,735	330,789	332,450	468,460
Production:					
North Water Treatment Plant	5,257,969	3,967,199	4,786,776	4,761,800	4,937,950
Santan Vista Water Treatment Plant	1,981,982	2,201,447	2,355,213	2,450,380	2,637,160
Well Production	2,552,385	2,813,559	3,216,911	3,049,960	3,471,110
Backflow Prevention	193,779	194,119	196,085	196,560	196,670
Total Production	9,986,115	9,176,324	10,554,985	10,458,700	11,242,890
Quality	491,593	552,418	738,853	630,260	711,080
Distribution	1,691,532	1,537,088	1,808,993	1,632,550	2,381,510
Metering	3,431,232	2,902,901	4,120,332	3,408,470	4,165,020
Utility Customer Service	620,467	675,116	619,269	577,220	624,750
Public Works Administration	258,128	190,645	377,507	379,010	201,430
Utility Locates	210,969	224,492	227,796	197,620	309,500
Water Resources	3,684,742	5,098,600	5,723,045	5,624,710	5,989,230
Non-Departmental:					
Debt Service	3,429,220	13,169,464	1,463,600	1,463,600	-
Contingency	-	-	2,500,000	-	2,500,000
Capital Projects	-	2,329,777	20,837,278	1,176,460	22,048,460
Other	191,379	209,411	300,660	223,660	362,550
Total Non-Departmental	3,620,599	15,708,652	25,101,538	2,863,720	24,911,010
<b>TOTAL WATER FUND</b>	<b><u>\$ 24,584,659</u></b>	<b><u>\$ 36,663,759</u></b>	<b><u>\$ 50,030,312</u></b>	<b><u>\$ 26,559,960</u></b>	<b><u>\$ 51,422,220</u></b>
<b>WASTEWATER</b>					
Administration:					
Administration	104,906	260,934	250,133	322,140	292,890
Utility Customer Service	573,109	623,429	589,950	589,950	582,530
Public Works Administration	129,818	101,183	160,063	160,060	78,100
Utility Locates	208,216	224,306	227,808	227,800	309,500
Total Administration	1,016,049	1,209,852	1,227,954	1,299,950	1,263,020
Collection	3,271,174	3,258,151	3,628,368	3,601,850	4,098,660
Plant Operations:					
Neely Treatment Facility	4,317,668	3,964,578	4,503,523	4,503,520	4,549,190
Greenfield Treatment Facility	1,777,139	2,793,236	3,891,173	3,891,170	2,722,650
Total Plant Operations	6,094,807	6,757,814	8,394,696	8,394,690	7,271,840
Reclaimed:					
Effluent Reuse	939,960	1,068,325	1,033,559	1,012,590	1,411,360
Effluent Recharge	497,697	576,462	598,115	592,750	635,230
Total Reclaimed	1,437,657	1,644,787	1,631,674	1,605,340	2,046,590
Quality	483,326	522,354	528,640	484,760	483,210
Riparian Programs	423,864	574,017	514,390	460,460	-
Storm Water	-	-	67,000	49,500	-

# Town of Gilbert - Expense Detail Fiscal Year 2015-16

	<u>2012-13 Actual</u>	<u>2013-14 Actual</u>	<u>2014-15 Adopted</u>	<u>2014-15 Projected</u>	<u>2015-16 Requested</u>
Non-Departmental:					
Debt	664,968	3,417,023	656,580	656,580	-
Contingency	-	-	3,750,000	-	3,750,000
Capital Projects	-	1,241,458	5,738,132	1,456,000	8,619,140
Other	55,177	70,176	107,030	65,030	116,180
Total Non-Departmental	720,145	4,728,657	10,251,742	2,177,610	12,485,320
<b>TOTAL WASTEWATER</b>	<b>\$ 13,447,022</b>	<b>\$ 18,695,632</b>	<b>\$ 26,244,464</b>	<b>\$ 18,074,160</b>	<b>\$ 27,648,640</b>

## ENVIRONMENTAL SERVICES - RESIDENTIAL

Administration:					
Residential Administration	314,402	390,533	528,142	410,960	517,270
Utility Customer Service	569,571	619,579	580,090	580,090	578,660
Public Works Administration	93,256	78,264	129,293	129,298	62,540
Total Administration	977,229	1,088,376	1,237,525	1,120,348	1,158,470
Residential Collections	5,661,550	5,576,075	7,338,760	6,578,090	6,984,630
Uncontained Collections	2,331,413	2,296,023	3,034,934	3,179,270	2,498,090
Recycling	1,685,517	1,648,997	2,168,631	2,298,030	1,792,810
Environmental Programs	386,687	433,863	481,044	442,890	445,600
Recycling Outreach	402,895	357,275	364,948	244,780	366,860
Street Cleaning	-	-	-	-	940,250
Storm Water	-	-	-	-	323,420
Non-Departmental:					
Contingency	-	-	1,500,000	-	1,500,000
Capital Projects	-	8,350	1,497,125	170,400	4,028,840
Other	79,726	86,216	149,140	89,140	168,860
Total Non-Departmental	79,726	94,566	3,146,265	259,540	5,697,700
<b>TOTAL ENVIRO SVC - RESIDENTIAL</b>	<b>\$ 11,525,017</b>	<b>\$ 11,495,175</b>	<b>\$ 17,772,107</b>	<b>\$ 14,122,948</b>	<b>\$ 20,207,830</b>

## ENVIRONMENTAL SERVICES - COMMERCIAL

Administration:					
Commercial Administration	25,033	29,810	38,906	26,270	38,700
Utility Customer Service	6,193	6,737	5,150	5,150	6,480
Public Works Administration	16,256	11,733	20,044	20,050	12,640
Total Administration	47,482	48,280	64,100	51,470	57,820
Commercial Collections	1,426,511	1,512,536	1,807,842	1,579,100	1,853,460
Commercial Rolloffs	385,587	405,500	416,299	505,590	535,250
Non-Departmental:					
Contingency	-	-	800,000	-	800,000
Capital Projects	-	743	127,577	14,740	352,520



# Town of Gilbert - Expense Detail Fiscal Year 2015-16

	<u>2012-13 Actual</u>	<u>2013-14 Actual</u>	<u>2014-15 Adopted</u>	<u>2014-15 Projected</u>	<u>2015-16 Requested</u>
Other	7,727	8,135	15,970	9,970	19,540
Total Non-Departmental	7,727	8,878	943,547	24,710	1,172,060
<b>TOTAL ENVIRO SVC - COMMERCIAL</b>	<b>\$ 1,867,307</b>	<b>\$ 1,975,194</b>	<b>\$ 3,231,788</b>	<b>\$ 2,160,870</b>	<b>\$ 3,618,590</b>
<b>TOTAL ENTERPRISE OPERATIONS</b>	<b>\$ 51,424,005</b>	<b>\$ 68,829,760</b>	<b>\$ 97,278,671</b>	<b>\$ 60,917,938</b>	<b>\$ 102,897,280</b>
<b>STREETS</b>					
Administration:					
Administration	144,180	269,535	260,910	738,090	377,580
Public Works Administration	81,107	73,080	112,070	112,070	64,070
Utility Locates	46,270	49,846	50,622	50,620	68,780
Total Administration	271,557	392,461	423,602	900,780	510,430
Streets Maintenance:					
Asphalt Patching	262,836	338,937	299,504	335,250	342,270
Street Cleaning	932,425	906,699	870,874	859,350	-
Preventive Maintenance	2,874,132	3,359,630	3,183,741	3,141,570	5,170,130
Crack Sealing	326,016	525,268	620,661	634,170	633,390
Fog Sealing	479,501	457,048	649,492	646,930	651,840
Total Streets Maintenance	4,874,910	5,587,582	5,624,272	5,617,270	6,797,630
Traffic Control:					
Street Marking	510,509	509,494	681,063	677,030	640,260
Street Signs	419,722	527,314	453,411	571,390	441,680
Street Lighting	1,440,343	1,537,700	1,478,286	1,477,080	1,844,250
Traffic Signal Maintenance	1,212,943	1,171,470	1,147,952	1,168,850	1,613,310
Traffic Operations Center	362,348	426,387	514,656	513,050	512,300
Total Traffic Control	3,945,865	4,172,365	4,275,368	4,407,400	5,051,800
Right of Way Maintenance:					
Landscape Maintenance	1,194,624	1,710,702	2,023,895	2,032,940	2,197,160
Shoulder Maintenance	282,086	213,469	264,809	238,500	235,290
Concrete Repair	684,181	776,653	830,338	839,420	884,150
Total Right of Way Maintenance	2,160,891	2,700,824	3,119,042	3,110,860	3,316,600
Hazard Response	133,089	194,278	197,948	210,220	204,810
Storm Water	-	34,521	64,750	60,400	-
Non-Departmental:					
Contingency	-	-	2,000,000	-	3,000,000
Capital Projects	-	4,270,832	6,559,152	4,572,220	6,804,580
Other	88,570	90,008	355,350	305,350	933,140
Total Non-Departmental	88,570	4,360,840	8,914,502	4,877,570	10,737,720
<b>TOTAL STREETS FUND</b>	<b>\$ 11,474,882</b>	<b>\$ 17,442,871</b>	<b>\$ 22,619,484</b>	<b>\$ 19,184,500</b>	<b>\$ 26,618,990</b>
<b>INTERNAL SERVICE</b>					
Fleet Maintenance	7,439,037	7,508,266	8,676,874	7,979,460	8,533,880
Copy Services	252,143	418,243	802,974	450,000	310,740
Health Self Insurance	12,366,316	15,186,080	14,275,920	14,275,920	15,893,680
Dental Self Insurance	1,044,726	1,031,633	1,057,100	1,057,100	1,160,000

**Town of Gilbert - Expense Detail  
Fiscal Year 2015-16**

	<b><u>2012-13 Actual</u></b>	<b><u>2013-14 Actual</u></b>	<b><u>2014-15 Adopted</u></b>	<b><u>2014-15 Projected</u></b>	<b><u>2015-16 Requested</u></b>
<b>TOTAL INTERNAL SERVICE</b>	<b><u>\$ 21,102,222</u></b>	<b><u>\$ 24,144,222</u></b>	<b><u>\$ 24,812,868</u></b>	<b><u>\$ 23,762,480</u></b>	<b><u>\$ 25,898,300</u></b>
<b>REPLACEMENT FUNDS</b>					
General	705,220	599,824	4,053,950	1,000,000	4,401,660
Water	205,993	2,535,898	11,519,053	1,091,280	10,556,190
Wastewater	80,612	267,994	4,488,064	3,256,340	8,264,220
Environmental Svc - Residential	579,343	914,318	2,020,000	755,230	2,789,810
Environmental Svc - Commercial	-	337,134	350,000	7,590	609,870
Streets	297,310	368,768	743,900	100,000	1,068,340
<b>TOTAL REPLACEMENT FUNDS</b>	<b><u>\$ 1,868,478</u></b>	<b><u>\$ 5,023,936</u></b>	<b><u>\$ 23,174,967</u></b>	<b><u>\$ 6,210,440</u></b>	<b><u>\$ 27,690,090</u></b>
<b>SUB-TOTAL OPERATING FUNDS</b>	<b><u>\$ 188,069,446</u></b>	<b><u>\$ 237,078,714</u></b>	<b><u>\$ 320,251,474</u></b>	<b><u>\$ 236,313,328</u></b>	<b><u>\$ 351,858,520</u></b>
<b>SPECIAL REVENUE FUNDS</b>					
CDBG/HOME:					
Administration	106,653	87,380	162,924	95,010	168,740
Projects	719,970	1,032,780	828,808	462,120	1,726,420
Total CDBG/HOME	826,623	1,120,160	991,732	557,130	1,895,160
Development Fees:					
Traffic Signal SDF	-	350,075	2,692,998	695,950	3,417,180
Fire SDF	-	197,153	1,884,796	870,790	826,490
Parks and Recreation SDF	-	20,257	69,175	1,840	871,910
Water Resource Fee	-	3,771,339	4,027,332	3,866,580	5,324,250
Wastewater SDF	-	3,241	91,000	7,310	1,565,120
Total Development Fees	-	4,361,713	9,662,351	6,297,890	12,435,280
Grants	589,479	1,057,955	6,548,048	595,400	7,963,510
Police Impound	274,982	278,880	302,732	252,140	308,560
Special Districts:					
Street Light Improvement	1,535,735	1,596,201	1,731,670	1,631,670	1,825,450
Parkway Improvement	920,538	855,903	1,001,600	915,780	1,052,330
Total Special Districts	2,456,273	2,452,104	2,733,270	2,547,450	2,877,780
Other Special Revenue	1,594,138	1,622,876	3,914,897	2,680,470	4,248,250
<b>TOTAL SPECIAL REVENUE FUNDS</b>	<b><u>\$ 5,741,495</u></b>	<b><u>\$ 10,893,688</u></b>	<b><u>\$ 24,153,030</u></b>	<b><u>\$ 12,930,480</u></b>	<b><u>\$ 29,728,540</u></b>
<b>OTHER CAPITAL FUNDS</b>					
Administration	775,881	738,408	977,775	762,240	882,480
CIP Contingency	-	-	64,750,000	-	100,000,000
Outside Sources	170	2,895,022	24,347,694	780,280	12,731,150
Bond Proceeds	25,842,248	11,889,762	59,460,045	21,276,000	48,606,940
Prop 400	-	1,357,036	-	5,898,430	16,172,680
Traffic Control	327,600	-	-	-	-
Redevelopment	18,674	1,250,016	-	-	-
Municipal Facilities	1,116,987	-	-	-	-
Water	10,802,493	-	-	-	-
Wastewater	75,930	-	-	-	-

**Town of Gilbert - Expense Detail  
Fiscal Year 2015-16**

	<b><u>2012-13 Actual</u></b>	<b><u>2013-14 Actual</u></b>	<b><u>2014-15 Adopted</u></b>	<b><u>2014-15 Projected</u></b>	<b><u>2015-16 Requested</u></b>
Parks, Recreation & Open Space	1,957,343	-	-	-	-
<b>TOTAL OTHER CAPITAL FUNDS</b>	<b><u>\$ 40,917,326</u></b>	<b><u>\$ 18,130,244</u></b>	<b><u>\$ 149,535,514</u></b>	<b><u>\$ 28,716,950</u></b>	<b><u>\$ 178,393,250</u></b>
<b>DEBT SERVICE</b>					
General Obligation Debt	25,081,510	24,692,886	24,833,350	24,833,350	27,665,300
Improvement Districts	1,143,920	1,529,130	6,584,050	6,584,050	6,515,470
Public Facilities MPC	13,904,029	18,027,003	16,275,642	12,661,130	12,447,190
Water System MPC	13,324,153	12,205,559	13,093,640	13,093,640	12,503,250
Revenue Obligations	-	-	-	-	2,020,230
<b>TOTAL DEBT SERVICE</b>	<b><u>\$ 53,453,612</u></b>	<b><u>\$ 56,454,578</u></b>	<b><u>\$ 60,786,682</u></b>	<b><u>\$ 57,172,170</u></b>	<b><u>\$ 61,151,440</u></b>
<b>TRUST ACCOUNTS</b>					
Fire Pension	2,500	2,500	2,500	2,500	2,500
<b>TOTAL TRUST ACCOUNTS</b>	<b><u>\$ 2,500</u></b>	<b><u>\$ 2,500</u></b>	<b><u>\$ 2,500</u></b>	<b><u>\$ 2,500</u></b>	<b><u>\$ 2,500</u></b>
<b>GRAND TOTAL EXPENSES</b>	<b><u>\$ 288,184,379</u></b>	<b><u>\$ 322,559,724</u></b>	<b><u>\$ 554,729,200</u></b>	<b><u>\$ 335,135,428</u></b>	<b><u>\$ 621,134,250</u></b>

**TOWN OF GILBERT**  
**Capital Outlay Listing**  
**Fiscal Year 2015-16**

<u>Department</u>	<u>Description</u>	<u>Amount</u>
<b>GENERAL FUND</b>		
Redevelopment	Land purchase	50,000
Fire Prevention Services	1/2 Ton Truck with Utility and Upfit	\$ 32,000
Fire Community Programs	Sedan with Light Package	29,150
Police Patrol	Interceptor Utility Vehicle with Upfit	55,000
Police - CIS Child Sex Crimes Unit	Sedan with Upfit	45,000
Parks & Open Space	3/4 Ton Truck with Service Body	29,000
Facilities Maintenance	3/4 Ton Truck with Utility Bed	29,000
Facilities Maintenance	3/4 Ton Truck Carry Forward	28,000
Police Patrol	3/4 Ton Truck with Upfit Carryforward	55,000
Capital Projects	Various - New Budget	12,618,200
Capital Projects	Various - Carry Forward	9,616,870
<b>Total General Fund Capital</b>		<b>\$ 22,587,220</b>
<b>GENERAL REPLACEMENT FUND</b>		
498 Parks & Open Space	1/2 Ton Truck	\$ 26,630
536 Intel & Analysis Unit	1/2 Ton Truck	34,560
551 Insp & Comp - Eng	1/2 Ton Truck	26,640
558 Parks & Open Space	3/4 Ton Truck	40,930
573 Fire Operations	Sedan	35,260
614 Insp & Comp - Eng	1/2 Ton Truck	26,640
419 Fire Operations	Sedan	22,000
635 Fire Operations	3/4 Ton Truck	70,320
1084 Patrol	Ranger Compact Pickup	24,370
1171 Traffic Unit	Interceptor Utility	48,690
1269 Canine	Interceptor Utility	46,420
1297 Police Admin	Interceptor Utility	41,000
1321 Patrol	Interceptor Utility	42,840
1324 Patrol	Interceptor Utility	42,840
1330 Patrol	Interceptor Utility	42,840
1331 Patrol	Interceptor Utility	42,840
1825 Patrol	Interceptor Utility	42,840
1839 Patrol	Interceptor Utility	42,840
1840 Patrol	Interceptor Utility	42,840
1857 Patrol	Interceptor Utility	42,840
1858 Patrol	Interceptor Utility	42,840
1859 Patrol	Interceptor Utility	42,840
1862 Patrol	Interceptor Utility	42,840
1863 Patrol	Interceptor Utility	42,840
1867 Patrol	Interceptor Utility	42,840
1897 Patrol	Interceptor Utility	45,130
1335 Traffic Unit	Motorcycle	34,240
1334 Traffic Unit	Motorcycle	34,240
1903 Traffic Unit	Motorcycle	34,240
1978 Traffic Unit	Motorcycle	34,240
1979 Traffic Unit	Motorcycle	34,240
1980 Traffic Unit	Motorcycle	34,240
2010 Traffic Unit	Motorcycle	34,240
636 Parks & Open Space	Tractor	28,120
366 Parks & Open Space	Riding Sand Rake	13,050
616 Fire Operations	3/4 Ton Truck Carry Forward	36,700
1891 PD - Court Support - Warrants	Full Size Van Carry Forward	38,600
Non-Departmental	Capital Allowance	3,000,000
<b>Total General Replacement Fund</b>		<b>\$ 4,401,660</b>
<b>STREET FUND</b>		
Streets Maintenance	1/2 Ton Truck	\$ 23,000
Preventive Maintenance	Maintenance	4,648,690
Capital Projects	Various - New Budget	4,472,000
Capital Projects	Various - Carry Forward	2,332,580
<b>Total Street Fund Capital</b>		<b>\$ 11,476,270</b>

**TOWN OF GILBERT**  
**Capital Outlay Listing**  
**Fiscal Year 2015-16**

<u>Department</u>	<u>Description</u>	<u>Amount</u>
<b>STREET REPLACEMENT FUND</b>		
502	Crack Sealing	Isuzu NPR 114,950
503	Crack Sealing	Isuzu NPR 114,950
570	Traffic Signal Maint.	3/4 Ton Truck with Upfit 42,360
642	Street Lighting	3/4 Ton Truck 32,460
704	Fog Sealing	3/4 Ton Truck 33,000
792	Asphalt Patching	3/4 Ton Truck 30,620
	Non-Departmental	Capital Allowance 700,000
<b>Total Street Replacement Fund</b>		<b>\$ 1,068,340</b>
<b>WATER FUND</b>		
	Water Production and Quality	1/2 Ton Truck \$ 25,000
	Wells and Reservoirs	3/4 Ton Truck with Utility Bed 32,000
	Wells and Reservoirs	3/4 Ton Truck with Utility Bed 32,000
	Water Resources and Conservation	SUV - Explorer 26,630
	Capital Projects	Various - New Budget 3,249,000
	Capital Projects	Various - Carry Forward 18,799,460
<b>Total Water Fund Capital</b>		<b>\$ 22,164,090</b>
<b>WATER REPLACEMENT FUND</b>		
712	Water Meters	1/2 Ton Truck with Lighting and Tool Box \$ 26,240
716	Water Distribution	3/4 Ton Truck with Service Body Upgrade 36,250
	Capital Projects	Various - New Budget 1,083,000
	Capital Projects	Various - Carry Forward 6,610,700
	Non-Departmental	Capital Allowance 2,800,000
<b>Total Water Replacement Fund Capital</b>		<b>\$ 10,556,190</b>
<b>WASTEWATER FUND</b>		
	Capital Projects	Various - New Budget \$ 3,670,000
	Capital Projects	Various - Carry Forward 4,949,140
<b>Total Wastewater Fund Capital</b>		<b>\$ 8,619,140</b>
<b>WASTEWATER REPLACEMENT FUND</b>		
501	Wastewater Collection	1/2 Ton Truck \$ 26,790
754	Effluent Recharge	3/4 Ton Truck 27,490
	Capital Projects	Various - New Budget 4,018,000
	Capital Projects	Various - Carry Forward 1,191,940
	Non-Departmental	Capital Allowance 3,000,000
<b>Total Wastewater Replacement Fund Capital</b>		<b>\$ 8,264,220</b>
<b>ENVIRONMENTAL SERVICES - RESIDENTIAL</b>		
	Residential Collections	Automated Side Loader Carry Forward \$ 300,000
	Residential Collections	Automated Side Loader Carry Forward 300,000
	Residential Collections	Automated Side Loader Carry Forward 300,000
	Residential Collections	Small Automated Loader Carry Forward 175,000
	Uncontained	Trailer Carry Forward 10,400
	Capital Projects	Various - New Budget 1,550,000
	Capital Projects	Various - Carry Forward 2,478,840
<b>Total Environmental Services Residential Capital</b>		<b>\$ 5,114,240</b>

**TOWN OF GILBERT**  
**Capital Outlay Listing**  
**Fiscal Year 2015-16**

<u>Department</u>	<u>Description</u>	<u>Amount</u>
<b>ENVIRONMENTAL SERVICES - RESIDENTIAL REPLACEMENT</b>		
478	Uncontained Collections	Isuzu NPR
		\$ 39,530
625	Uncontained Collections	3/4 Ton Truck with Lift Gate
		30,650
626	Recycling	3/4 Ton Truck with Lift Gate
		30,650
662	Residential Collections	Isuzu NPR
		39,530
737	Recycling	3/4 Ton Truck with Lift Gate
		30,650
1872	Residential Collections	Automated Side Loader
		323,760
1873	Residential Collections	Automated Side Loader
		323,760
1874	Residential Collections	Automated Side Loader
		323,760
1877	Residential Collections	Automated Side Loader
		323,760
1878	Residential Collections	Automated Side Loader
		323,760
	Non-Departmental	Capital Allowance
		1,000,000
<b>Total Environmental Services Residential Replacement Capital</b>		<b>\$ 2,789,810</b>
<b>ENVIRONMENTAL SERVICES - COMMERCIAL</b>		
	Commercial Collections	Front End Loader Carry Forward
		\$ 315,000
	Commercial Collections	Trailer Carry Forward
		7,000
	Capital Projects	Various - New Budget
		240,000
	Capital Projects	Various - Carry Forward
		\$ 112,520
<b>Total Environmental Services Commercial Capital</b>		<b>\$ 674,520</b>
<b>ENVIRONMENTAL SERVICES - COMMERCIAL REPLACEMENT</b>		
525	Commercial Roll-Off	Roll-Off Vehicle with CNG Upgrade
		\$ 259,870
	Non-Departmental	Capital Allowance
		\$ 350,000
<b>Total Environmental Services Commercial Replacement Capital</b>		<b>\$ 609,870</b>
<b>CIP OUTSIDE SOURCES</b>		
	Capital Projects	Various - New Budget
		\$ 12,590,000
	Capital Projects	Various - Carry Forward
		141,150
	Non-Departmental	CIP Allowance
		100,000,000
<b>Total CIP Outside Sources Capital</b>		<b>\$ 112,731,150</b>
<b>DEVELOPMENT FUNDS</b>		
	Capital Projects	Various - New Budget
		\$ 9,024,000
	Capital Projects	Various - Carry Forward
		3,411,280
<b>Total Development Funds</b>		<b>\$ 12,435,280</b>
<b>FLEET FUND</b>		
	Fleet Maintenance	SASC Shade Structure Carry Forward
		32,450
	Fleet Maintenance	NASC Shade Structure Carry Forward
		33,580
<b>Total Fleet Capital</b>		<b>\$ 66,030</b>
<b>BOND PROCEEDS</b>		
	Capital Projects	Various - New Budget
		\$ 13,780,000
	Capital Projects	Various - Carry Forward
		35,075,650
<b>Total Bond Proceeds</b>		<b>\$ 48,855,650</b>
<b>GRANT FUND</b>		
	Transportation	Transit Improvement
		66,890
	Capital Projects	Various - New Budget
		\$ 1,310,000
	Capital Projects	Various - Carry Forward
		1,179,580
<b>Total Grant Fund Capital</b>		<b>\$ 2,556,470</b>
<b>PROP. 400</b>		
	Capital Projects	Various - Carry Forward
		\$ 16,172,680
<b>Total Prop. 400 Capital</b>		<b>\$ 16,172,680</b>
<b>TOTAL CAPITAL OUTLAY</b>		<b>\$ 291,142,830</b>

**Town of Gilbert - Revenue Summary  
Fiscal Year 2015-16**

	<b>2012-13 <u>Actual</u></b>	<b>2013-14 <u>Actual</u></b>	<b>2014-15 <u>Adopted</u></b>	<b>2014-15 <u>Projected</u></b>	<b>2015-16 <u>Requested</u></b>
<b>GENERAL FUND:</b>					
Non-Allocated	104,202,344	112,131,357	116,649,000	119,450,000	121,480,000
Management and Policy	67,001	99,543	102,000	91,500	91,000
Management Services	873,585	716,689	629,000	520,500	522,000
Legal and Court	241,907	240,498	213,000	219,000	219,000
Development Services	7,240,774	6,783,444	6,244,500	6,494,000	6,244,000
Public Works - Engineering	1,179	24,200	-	-	-
Police	4,083,593	3,920,204	3,335,000	3,406,000	3,405,000
Fire and Rescue	1,375,873	1,551,762	1,392,691	1,536,000	1,594,000
Parks and Recreation	3,561,321	3,248,239	3,036,000	3,276,000	3,314,000
Non Departmental	14,947	590,185	-	-	-
<b>TOTAL GENERAL FUND</b>	<b>\$ 121,662,524</b>	<b>\$ 129,306,121</b>	<b>\$ 131,601,191</b>	<b>\$ 134,993,000</b>	<b>\$ 136,869,000</b>
<b>ENTERPRISE OPERATIONS:</b>					
Water	37,940,591	39,283,038	39,235,839	39,426,000	40,391,000
Wastewater	23,425,163	23,983,043	24,448,662	24,925,000	25,302,000
Environmental Svc - Residential	14,367,820	14,866,687	14,700,929	15,375,000	15,875,000
Environmental Svc - Commercial	2,412,717	2,484,273	2,463,231	2,490,000	2,540,000
<b>TOTAL ENTERPRISE</b>	<b>\$ 78,146,291</b>	<b>\$ 80,617,041</b>	<b>\$ 80,848,661</b>	<b>\$ 82,216,000</b>	<b>\$ 84,108,000</b>
<b>STREETS</b>	<b>\$ 18,707,581</b>	<b>\$ 19,475,356</b>	<b>\$ 19,674,000</b>	<b>\$ 20,954,000</b>	<b>\$ 21,104,000</b>
<b>INTERNAL SERVICES</b>	<b>\$ 21,597,679</b>	<b>\$ 22,434,268</b>	<b>\$ 23,264,000</b>	<b>\$ 25,092,000</b>	<b>\$ 23,538,000</b>
<b>REPLACEMENT FUNDS:</b>					
General	82,296	69,964	30,000	40,000	40,000
Street	32,503	184,614	-	20,000	20,000
Water	289,709	293,322	50,000	200,000	200,000
Wastewater	207,141	279,678	100,000	200,000	200,000
Environmental Svc - Residential	42,818	64,898	40,000	40,000	40,000
Environmental Svc - Commercial	3,847	3,865	3,000	3,000	3,000
Fleet	1,482	1,273	-	-	-
<b>TOTAL REPLACEMENT FUNDS</b>	<b>\$ 659,796</b>	<b>\$ 897,614</b>	<b>\$ 223,000</b>	<b>\$ 503,000</b>	<b>\$ 503,000</b>
<b>SUB TOTAL OPERATING FUNDS</b>	<b>\$ 240,773,871</b>	<b>\$ 252,730,400</b>	<b>\$ 255,610,852</b>	<b>\$ 263,758,000</b>	<b>\$ 266,122,000</b>
<b>SPECIAL REVENUE FUNDS:</b>					
CDBG/HOME	826,442	1,120,219	834,624	462,120	1,895,160
Development Fees	48,860,729	38,992,837	42,030,000	36,359,000	35,645,000
Grants	1,163,164	1,137,914	6,548,048	595,400	7,963,510
Police Impound	238,951	290,907	285,000	285,000	298,000
Special Districts	2,365,396	2,368,248	2,536,160	2,536,160	2,591,450
Other Special Revenue	1,863,568	1,814,798	2,908,257	2,928,257	2,888,480
<b>TOTAL SPECIAL REVENUE</b>	<b>\$ 55,318,250</b>	<b>\$ 45,724,923</b>	<b>\$ 55,142,089</b>	<b>\$ 43,165,937</b>	<b>\$ 51,281,600</b>
<b>OTHER CAPITAL FUNDS</b>	<b>\$ 14,085,722</b>	<b>\$ 5,886,753</b>	<b>\$ 130,379,962</b>	<b>\$ 39,049,240</b>	<b>\$ 161,512,480</b>
<b>DEBT SERVICE</b>	<b>\$ 20,680,962</b>	<b>\$ 20,545,732</b>	<b>\$ 25,761,577</b>	<b>\$ 24,267,883</b>	<b>\$ 28,300,060</b>
<b>TRUST ACCOUNTS</b>	<b>\$ 104</b>	<b>\$ 49</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>GRAND TOTAL REVENUE</b>	<b>\$ 330,858,909</b>	<b>\$ 324,887,857</b>	<b>\$ 466,894,480</b>	<b>\$ 370,241,060</b>	<b>\$ 507,216,140</b>
<b>CARRY OVER FUNDS</b>					<b>\$ 113,918,110</b>
<b>TOTAL RESOURCES</b>					<b>\$ 621,134,250</b>

# Town of Gilbert - Revenue Detail Fiscal Year 2015-16

	<u>2012-13</u> <u>Actual</u>	<u>2013-14</u> <u>Actual</u>	<u>2014-15</u> <u>Adopted</u>	<u>2014-15</u> <u>Projected</u>	<u>2015-16</u> <u>Requested</u>
<b>GENERAL FUND</b>					
<b>NON-ALLOCATED:</b>					
Privilege License Tax	61,138,257	66,187,929	68,345,000	70,980,000	72,760,000
CATV Franchise Fee	1,522,598	1,834,769	1,500,000	1,500,000	1,500,000
Electric Franchise	375,059	380,324	385,000	385,000	385,000
Natural Gas Franchise	476,255	484,833	480,000	480,000	480,000
State Shared Privilege License Tax	17,062,262	18,118,706	18,664,000	18,810,000	19,375,000
Urban Revenue Sharing	21,293,026	23,204,633	25,220,000	25,220,000	24,900,000
SRP in Lieu	1,376,579	1,286,862	1,375,000	1,375,000	1,375,000
Investment Income	636,333	386,895	400,000	450,000	475,000
Other Revenue	321,975	246,406	280,000	250,000	230,000
<b>TOTAL NON-ALLOCATED</b>	<b>\$ 104,202,344</b>	<b>\$ 112,131,357</b>	<b>\$ 116,649,000</b>	<b>\$ 119,450,000</b>	<b>\$ 121,480,000</b>
<b>MANAGEMENT AND POLICY</b>					
Mayor and Council	39,667	61,596	80,000	70,000	70,000
<b>Manager:</b>					
Town Manager	129	2,352	-	-	-
Human Resources:					
Administration	13,972	8,967	10,000	5,000	7,000
Risk Management	-	2,256	-	3,000	-
Total Human Resources	13,972	11,223	10,000	8,000	7,000
Economic Development Administration	-	3,285	-	-	-
<b>Total Manager</b>	<b>53,768</b>	<b>79,670</b>	<b>90,000</b>	<b>78,000</b>	<b>77,000</b>
Town Clerk	2,851	8,342	2,000	1,500	2,000
Town Prosecutor	10,382	11,531	10,000	12,000	12,000
<b>TOTAL MANAGEMENT AND POLICY</b>	<b>\$ 67,001</b>	<b>\$ 99,543</b>	<b>\$ 102,000</b>	<b>\$ 91,500</b>	<b>\$ 91,000</b>
<b>MANAGEMENT SERVICES</b>					
Accounting	37,437	45,248	25,000	20,500	22,000
Purchasing	84,778	87,709	100,000	100,000	100,000
Tax Compliance	751,370	583,732	504,000	400,000	400,000
<b>TOTAL MANAGEMENT SERVICES</b>	<b>\$ 873,585</b>	<b>\$ 716,689</b>	<b>\$ 629,000</b>	<b>\$ 520,500</b>	<b>\$ 522,000</b>
<b>COURT</b>					
Municipal Court	241,907	240,498	213,000	219,000	219,000
<b>TOTAL COURT</b>	<b>\$ 241,907</b>	<b>\$ 240,498</b>	<b>\$ 213,000</b>	<b>\$ 219,000</b>	<b>\$ 219,000</b>
<b>DEVELOPMENT SERVICES</b>					
Administration	358,166	-	-	-	-
Permits and Licensing	50	379,722	574,500	429,000	429,000
Plan Review and Inspection - Bldg	3,715,115	3,394,959	3,250,000	3,500,000	3,300,000



**Town of Gilbert - Revenue Detail  
Fiscal Year 2015-16**

	<b>2012-13 <u>Actual</u></b>	<b>2013-14 <u>Actual</u></b>	<b>2014-15 <u>Adopted</u></b>	<b>2014-15 <u>Projected</u></b>	<b>2015-16 <u>Requested</u></b>
Plan Review and Inspection - Fire	409,453	386,135	350,000	350,000	350,000
Plan Review and Inspection - Engineering	2,082,515	1,964,713	1,535,000	1,630,000	1,580,000
Plan Review and Inspection - Code	480	695	-	-	-
Planning Services	674,995	657,220	535,000	585,000	585,000
<b>TOTAL DEVELOPMENT SERVICES</b>	<b>\$ 7,240,774</b>	<b>\$ 6,783,444</b>	<b>\$ 6,244,500</b>	<b>\$ 6,494,000</b>	<b>\$ 6,244,000</b>
<b>PUBLIC WORKS</b>					
Engineering Services	1,179	24,200	-	-	-
<b>TOTAL PUBLIC WORKS</b>	<b>\$ 1,179</b>	<b>\$ 24,200</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>POLICE DEPARTMENT</b>					
Animal Control	101	184	-	-	-
Incarceration	948,275	869,365	800,000	750,000	750,000
Uniform Patrol	526,701	477,834	440,000	447,000	445,000
Crime Apprehension	-	-	-	-	-
Traffic Unit	1,673,591	1,569,331	1,300,000	1,350,000	1,350,000
Detention / Court Support	369,029	405,771	305,000	355,000	355,000
School Programs	3,876	-	-	-	-
Records	28,632	34,791	25,000	30,000	30,000
Property	10,511	9,586	-	4,000	5,000
Alarm Management	119,590	142,735	115,000	120,000	120,000
Counseling Services	394,548	380,526	350,000	350,000	350,000
Property Crimes	8,739	11,900	-	-	-
Persons Crimes VCU	-	2,982	-	-	-
<b>TOTAL POLICE DEPARTMENT</b>	<b>\$ 4,083,593</b>	<b>\$ 3,920,204</b>	<b>\$ 3,335,000</b>	<b>\$ 3,406,000</b>	<b>\$ 3,405,000</b>
<b>FIRE AND RESCUE DEPARTMENT</b>					
Administration	12,970	23,376	10,000	10,000	10,000
Training	15,953	13,960	15,000	13,000	13,000
Operations	1,268,498	1,421,844	1,305,691	1,445,000	1,498,000
Prevention	76,012	91,947	62,000	68,000	73,000
Investigations	2,440	635	-	-	-
<b>TOTAL FIRE AND RESCUE DEPARTMENT</b>	<b>\$ 1,375,873</b>	<b>\$ 1,551,762</b>	<b>\$ 1,392,691</b>	<b>\$ 1,536,000</b>	<b>\$ 1,594,000</b>
<b>PARKS AND RECREATION</b>					
Administration	-	(70,449)	40,000	-	15,000
Public Safety Center	211,888	217,800	218,000	218,000	218,000
Heritage Annex	35,962	35,962	35,000	10,000	10,000
Municipal Center	-	148	-	-	-
Facilities Administration	-	112	-	-	-
Parks and Open Space	17,912	42,423	8,000	3,000	8,000
Freestone Park	43,691	70,381	51,000	58,000	66,000
Crossroads Park	113,814	176,053	107,000	135,000	137,000
McQueen Park	71,795	99,704	76,000	101,000	96,000
Hetchler Park	15,680	7,135	13,000	8,000	8,000
Discovery Park	55,907	58,623	55,000	61,000	62,000
Cosmo Park	1,054	4,931	2,000	1,000	2,000

# Town of Gilbert - Revenue Detail

## Fiscal Year 2015-16

	<u>2012-13</u> <u>Actual</u>	<u>2013-14</u> <u>Actual</u>	<u>2014-15</u> <u>Adopted</u>	<u>2014-15</u> <u>Projected</u>	<u>2015-16</u> <u>Requested</u>
Elliot District Park	277,283	193,706	240,000	200,000	200,000
Page Park	3,699	-	-	-	-
Sunview Park	-	663	-	-	-
Water Tower Park	-	1,470	-	-	-
Trail System	22,330	2,032	-	-	-
Gilbert Pool	-	95	-	-	-
Mesquite Pool	82,913	83,929	85,000	82,000	82,000
Greenfield Pool	123,381	138,651	130,000	137,000	137,000
Perry Pool	105,531	96,440	105,000	104,000	105,000
Willilams Field Pool	99,567	97,056	100,000	103,000	103,000
Community Center	127,154	145,071	98,000	143,000	143,000
McQueen Activity Center	218,741	245,187	191,000	196,000	215,000
Page Park Center	22,908	4,367	4,000	-	-
Freestone Recreation Center	782,159	805,352	720,000	734,000	845,000
Southeast Regional Library	352,927	144,179	105,000	157,000	142,000
Perry Branch Library	199,782	117,635	118,000	139,000	125,000
Youth Sports	44,865	70,599	55,000	55,000	55,000
Adult Sports	297,993	218,262	275,000	350,000	275,000
Special Events	221,163	226,379	195,000	262,000	250,000
Special Needs	11,231	14,343	10,000	19,000	15,000
Outdoor Programs	(9)	-	-	-	-
<b>TOTAL PARKS AND RECREATION</b>	<b>\$ 3,561,321</b>	<b>\$ 3,248,239</b>	<b>\$ 3,036,000</b>	<b>\$ 3,276,000</b>	<b>\$ 3,314,000</b>
<b>NON DEPARTMENTAL</b>					
Transportation	14,947	-	-	-	-
Capital Projects	-	590,185	-	-	-
<b>TOTAL NON DEPARTMENTAL</b>	<b>\$ 14,947</b>	<b>\$ 590,185</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL GENERAL FUND</b>	<b><u>\$ 121,662,524</u></b>	<b><u>\$ 129,306,121</u></b>	<b><u>\$ 131,601,191</u></b>	<b><u>\$ 134,993,000</u></b>	<b><u>\$ 136,869,000</u></b>
<b>ENTERPRISE OPERATIONS</b>					
<b>WATER</b>					
Non-Allocated:					
Meter Water Sales	34,297,303	35,784,566	36,233,621	36,050,000	37,000,000
Meter Installation	282,070	249,924	275,000	275,000	275,000
Hydrant Water Metered Sales	222,361	282,574	200,000	200,000	200,000
Account Activation Fee	318,658	301,021	310,000	300,000	300,000
Delinquency/Late Fee	1,090,108	1,103,989	1,045,000	1,065,000	1,065,000
Investment Income	425,855	246,498	266,218	260,000	275,000
Other Non-Allocated	131,228	157,260	6,000	6,000	6,000
Total Non-Allocated	36,767,583	38,125,832	38,335,839	38,156,000	39,121,000
Production:					
North Water Plant Production	1,794	2,347	-	-	-
Santan Vista Water Treatment Plant	985,176	1,082,133	900,000	1,000,000	1,000,000
Well Production	-	-	-	-	-
Total Production	986,970	1,084,480	900,000	1,000,000	1,000,000
Distribution	139,290	16,554	-	-	-

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## Fiscal Year 2015-16

	<u>2012-13</u> <u>Actual</u>	<u>2013-14</u> <u>Actual</u>	<u>2014-15</u> <u>Adopted</u>	<u>2014-15</u> <u>Projected</u>	<u>2015-16</u> <u>Requested</u>
Metering	46,291	30,516	-	40,000	40,000
Public Works Administration	-	-	-	230,000	230,000
<b>TOTAL WATER</b>	<b>\$ 37,940,591</b>	<b>\$ 39,283,038</b>	<b>\$ 39,235,839</b>	<b>\$ 39,426,000</b>	<b>\$ 40,391,000</b>
<b>WASTEWATER</b>					
Non-Allocated:					
Reuse/Recharge Water Use Charge	772,810	782,962	869,643	800,000	800,000
Commercial Wastewater	1,985,553	2,042,193	2,010,586	2,200,000	2,300,000
Residential Wastewater	19,912,715	20,570,940	21,433,000	21,800,000	22,072,000
Investment Income	337,716	120,265	97,933	100,000	120,000
Other Non-Allocated	-	-	-	-	-
Total Non-Allocated	23,008,794	23,516,360	24,411,162	24,900,000	25,292,000
Administration	61	-	-	-	-
Collection	381,775	422,979	-	-	-
Plant Operations:					
Neely Treatment Facility	-	5,836	-	-	-
Total Plant Operations	-	5,836	-	-	-
Reclaimed:					
Effluent Recharge	-	3,444	-	-	-
Total Reclaimed	-	3,444	-	-	-
Quality	9,868	9,111	10,000	10,000	10,000
Riparian Programs	24,665	25,313	27,500	15,000	-
<b>TOTAL WASTEWATER</b>	<b>\$ 23,425,163</b>	<b>\$ 23,983,043</b>	<b>\$ 24,448,662</b>	<b>\$ 24,925,000</b>	<b>\$ 25,302,000</b>
<b>ENVIRONMENTAL SVC - RESIDENTIAL</b>					
Non-Allocated:					
Collection	13,418,455	14,055,635	13,693,437	14,500,000	15,000,000
Investment Income	108,569	89,415	133,127	100,000	100,000
Other Non-Allocated	1,971	3,600	603	-	-
Total Non-Allocated	13,528,995	14,148,650	13,827,167	14,600,000	15,100,000
Administration	4,000	-	-	-	-
Uncontained	34,716	27,333	38,000	25,000	25,000
Recycling	789,676	675,086	825,762	735,000	735,000
Environmental Programs	10,433	15,618	10,000	15,000	15,000
<b>TOTAL ENVIRO SVC RESIDENTIAL</b>	<b>\$ 14,367,820</b>	<b>\$ 14,866,687</b>	<b>\$ 14,700,929</b>	<b>\$ 15,375,000</b>	<b>\$ 15,875,000</b>
<b>ENVIRONMENTAL SVC - COMMERCIAL</b>					
Non-Allocated:					
Collection	(1,499)	(501)	-	-	-
Investment Income	9,610	9,854	15,345	10,000	10,000
Other Non-Allocated	2,007	2,220	-	-	-
Total Non-Allocated	10,118	11,573	15,345	10,000	10,000

**Town of Gilbert - Revenue Detail  
Fiscal Year 2015-16**

	<b><u>2012-13 Actual</u></b>	<b><u>2013-14 Actual</u></b>	<b><u>2014-15 Adopted</u></b>	<b><u>2014-15 Projected</u></b>	<b><u>2015-16 Requested</u></b>
Administration	51,000	60,000	50,000	50,000	50,000
Collections	1,787,755	1,793,387	1,706,045	1,840,000	1,890,000
Rolloffs	563,844	619,313	691,841	590,000	590,000
<b>TOTAL ENVIRO SVC COMMERCIAL</b>	<b>\$ 2,412,717</b>	<b>\$ 2,484,273</b>	<b>\$ 2,463,231</b>	<b>\$ 2,490,000</b>	<b>\$ 2,540,000</b>
<b>TOTAL ENTERPRISE</b>	<b><u>\$ 78,146,291</u></b>	<b><u>\$ 80,617,041</u></b>	<b><u>\$ 80,848,661</u></b>	<b><u>\$ 82,216,000</u></b>	<b><u>\$ 84,108,000</u></b>
<b>STREETS</b>					
Non-Allocated:					
Highway User Tax	11,414,425	11,747,325	12,200,000	13,000,000	13,000,000
Auto Lieu Tax	6,975,123	7,425,240	7,370,000	7,850,000	8,000,000
Investment Income	147,127	93,593	100,000	100,000	100,000
Other Non-Allocated	10,029	42,428	-	-	-
Total Non-Allocated	18,546,704	19,308,586	19,670,000	20,950,000	21,100,000
Street Maintenance:					
Street Cleaning	207	-	-	-	-
Total Street Maintenance	207	976	-	-	-
Traffic Control:					
Street Signs	3,671	6,157	-	-	-
Street Lighting	99,766	117,823	4,000	4,000	4,000
Traffic Signal Maintenance	50,646	38,397	-	-	-
Traffic Operations Center	720	-	-	-	-
Total Traffic Control	154,803	162,377	4,000	4,000	4,000
Right of Way Maintenance:					
Landscape Maintenance	3,687	2,347	-	-	-
Concrete Repair	2,180	1,070	-	-	-
Total Right of Way Maintenance	5,867	3,417	-	-	-
<b>TOTAL STREETS</b>	<b><u>\$ 18,707,581</u></b>	<b><u>\$ 19,475,356</u></b>	<b><u>\$ 19,674,000</u></b>	<b><u>\$ 20,954,000</u></b>	<b><u>\$ 21,104,000</u></b>
<b>INTERNAL SERVICE</b>					
Fleet Maintenance	7,449,241	7,478,957	8,210,000	7,998,000	8,159,000
Copy Services	256,353	435,167	588,000	401,000	401,000
Health Self-Insurance	12,782,960	13,407,723	13,345,000	15,580,000	13,855,000
Dental Self-Insurance	1,109,125	1,112,421	1,121,000	1,113,000	1,123,000
<b>TOTAL INTERNAL SERVICES</b>	<b><u>\$ 21,597,679</u></b>	<b><u>\$ 22,434,268</u></b>	<b><u>\$ 23,264,000</u></b>	<b><u>\$ 25,092,000</u></b>	<b><u>\$ 23,538,000</u></b>
<b>REPLACEMENT FUNDS</b>					
General	82,296	69,964	30,000	40,000	40,000
Water	289,709	293,322	50,000	200,000	200,000
Wastewater	207,141	279,678	100,000	200,000	200,000
Environmental Svc - Residential	42,818	64,898	40,000	40,000	40,000
Environmental Svc - Commercial	3,847	3,865	3,000	3,000	3,000
Streets	32,503	184,614	-	20,000	20,000
Fleet	1,482	1,273	-	-	-

**Town of Gilbert - Revenue Detail  
Fiscal Year 2015-16**

	<b><u>2012-13 Actual</u></b>	<b><u>2013-14 Actual</u></b>	<b><u>2014-15 Adopted</u></b>	<b><u>2014-15 Projected</u></b>	<b><u>2015-16 Requested</u></b>
<b>TOTAL REPLACEMENT FUNDS</b>	<b><u>\$ 659,796</u></b>	<b><u>\$ 897,614</u></b>	<b><u>\$ 223,000</u></b>	<b><u>\$ 503,000</u></b>	<b><u>\$ 503,000</u></b>
<b>SUB TOTAL OPERATING FUNDS</b>	<b><u>\$ 240,773,871</u></b>	<b><u>\$ 252,730,400</u></b>	<b><u>\$ 255,610,852</u></b>	<b><u>\$ 263,758,000</u></b>	<b><u>\$ 266,122,000</u></b>
<b>SPECIAL REVENUE FUNDS</b>					
CDBG/HOME	826,442	1,120,219	834,624	462,120	1,895,160
Solid Waste Container	189,778	152,664	165,000	160,000	165,000
Traffic Signal SDF	2,648,996	1,675,177	2,500,000	1,814,000	2,015,000
Police SDF	1,932,966	1,473,004	1,400,000	2,300,000	2,300,000
Fire SDF	2,592,575	1,976,294	2,000,000	3,100,000	3,100,000
General Government SDF	1,192,913	904,497	1,000,000	2,300,000	2,300,000
Parks and Recreation SDF	9,644,728	7,560,378	8,815,000	8,065,000	8,065,000
Water SDF	12,650,233	10,675,921	11,100,000	9,600,000	9,600,000
Water Resource Fee	4,181,006	3,419,860	3,050,000	2,150,000	2,150,000
Wastewater SDF	13,827,534	11,155,042	12,000,000	6,870,000	5,950,000
Grants	1,163,164	1,137,914	6,548,048	595,400	7,963,510
Police Impound	238,951	290,907	285,000	285,000	298,000
Street Light Improvement	1,507,319	1,430,942	1,634,020	1,634,020	1,731,680
Parkway Improvement	858,077	937,306	902,140	902,140	859,770
Other Special Revenue	1,863,568	1,814,798	2,908,257	2,928,257	2,888,480
<b>TOTAL SPECIAL REVENUE FUNDS</b>	<b><u>\$ 55,318,250</u></b>	<b><u>\$ 45,724,923</u></b>	<b><u>\$ 55,142,089</u></b>	<b><u>\$ 43,165,937</u></b>	<b><u>\$ 51,281,600</u></b>
<b>OTHER CAPITAL FUNDS</b>					
Administration	7	738,408	977,775	762,240	882,480
CIP Contingency Source	-	-	64,750,000	-	100,000,000
Outside Sources	2,560,066	3,349,597	24,347,694	1,307,000	12,590,000
Prop 400	-	1,566,627	-	-	-
Bond Proceeds	13,799,449	232,121	40,304,493	36,980,000	48,040,000
Traffic Control	85,499	-	-	-	-
Redevelopment	(2,499,592)	-	-	-	-
Municipal Facilities	33,291	-	-	-	-
Water	25,000	-	-	-	-
Parks, Recreation and Open Space	82,002	-	-	-	-
<b>TOTAL OTHER CAPITAL FUNDS</b>	<b><u>\$ 14,085,722</u></b>	<b><u>\$ 5,886,753</u></b>	<b><u>\$ 130,379,962</u></b>	<b><u>\$ 39,049,240</u></b>	<b><u>\$ 161,512,480</u></b>
<b>DEBT SERVICE</b>					
General Obligation Debt	19,364,204	18,397,512	18,676,000	18,676,000	21,300,000
Improvement Districts	1,299,801	2,094,274	7,085,577	5,591,883	7,000,060
MPC - Public Facilities	2,236	42,882	-	-	-
MPC - Water	6,607	3,942	-	-	-
Miscellaneous	8,114	7,122	-	-	-
<b>TOTAL DEBT SERVICE</b>	<b><u>\$ 20,680,962</u></b>	<b><u>\$ 20,545,732</u></b>	<b><u>\$ 25,761,577</u></b>	<b><u>\$ 24,267,883</u></b>	<b><u>\$ 28,300,060</u></b>
<b>TRUST ACCOUNTS</b>	<b><u>\$ 104</u></b>	<b><u>\$ 49</u></b>	<b><u>\$ -</u></b>	<b><u>\$ -</u></b>	<b><u>\$ -</u></b>
<b>GRAND TOTAL REVENUE</b>	<b><u>\$ 330,858,909</u></b>	<b><u>\$ 324,887,857</u></b>	<b><u>\$ 466,894,480</u></b>	<b><u>\$ 370,241,060</u></b>	<b><u>\$ 507,216,140</u></b>

		FTE	Working Title	Position Cost	Salary	Medical/ Dental	Benefits	Fund	FTE By Fund	\$ By Fund
110100	11020100	1.00	Building Maintenance Worker	56,840	35,340	13,620	7,880			
110100	11050300	1.00	IT Technician - Help Desk	64,510	42,700	13,620	8,190			
110100	11050400	1.00	IT Analyst - GIS	114,790	84,840	13,620	16,330			
110100	13030100	1.00	Contract Specialist	65,440	43,480	13,620	8,340			
110100	30010402	1.00	Police Sergeant	127,130	85,130	13,620	28,380			
110100	30010505	1.00	Records Clerk	52,450	32,580	13,620	6,250			
110100	30010705	1.00	Police Officer	83,420	52,260	13,620	17,540			
110100	30010707	1.00	Crime Analyst	70,310	47,560	13,620	9,130			
110100	30020310	1.00	Fire Equipment Technician	47,390	28,340	13,620	5,430			
110100	30020401	1.00	Fire inspector	66,180	43,480	13,620	9,080			
110100	50010100	0.03	Recreation Leader	1,000	840	-	160			
110100	50020100	1.00	Parks Facility Maintenance Worker	56,560	35,340	13,620	7,600			
110100	Various	0.67	Various Seasonal - Increase Hours	25,750	21,370	-	4,380			
110100	50030304	0.75	Custodian	35,710	18,070	13,620	4,020	GF	12.45	867,480
120200	41060100	1.00	Streets Superintendent	102,660	74,680	13,620	14,360	STR	1.00	102,660
210101	41080100	0.50	Engineer Modeling	60,440	44,970	6,810	8,660			
210101	41080200	1.00	Water Conservation Technician	66,440	43,480	13,620	9,340			
210101	41080302	1.00	Lead Operator	71,630	47,740	13,620	10,270			
210101	41080302	1.00	SCADA Programer	76,560	51,800	13,620	11,140			
210101	41080400	1.00	Wells Technician	61,510	39,420	13,620	8,470			
210101	41080600	1.00	Water Distribution Specialist	66,630	43,630	13,620	9,380			
210101	41080600	1.00	Sr. Utility Worker	56,550	35,340	13,620	7,590			
210101	41080600	1.00	Utility Worker	53,200	32,580	13,620	7,000			
210101	41080600	1.00	Utility Worker	53,200	32,580	13,620	7,000			
210101	41080700	1.00	Administrative Assistant	55,740	35,340	13,620	6,780	W	9.50	621,900
210201	41070100	0.50	Engineer Modeling	60,440	44,970	6,810	8,660	WW	0.50	60,440
210301	41060502	1.00	Storm Water Worker	54,400	32,580	13,620	8,200			
210301	41060502	1.00	Storm Water Worker	54,400	32,580	13,620	8,200	ESR	2.00	108,800
210302	41060203	1.00	Heavy Equipment Operator	57,850	35,340	13,620	8,890	ESC	1.00	57,850
				<b>26.45</b>	<b>\$ 1,819,130</b>	<b>\$ 1,198,360</b>	<b>\$ 354,120</b>	<b>\$ 266,650</b>	<b>26.45</b>	<b>\$ 1,819,130</b>



## Council Communication

**TO:** Honorable Mayor and Councilmembers

**FROM:** Robin Stoneman, Management Support Specialist, 503-6866

**MEETING DATE:** May 14, 2015

**SUBJECT:** Boards and Commissions - Parks, Recreation and Library Services  
Advisory Board

**STRATEGIC INITIATIVE:** Community Livability

This item supports the Strategic Initiative of Community Livability by encouraging public involvement in the decision-making process to assure Gilbert remains “Clean, Safe and Vibrant.”

### **RECOMMENDED MOTION**

A motion to to appoint to the Parks, Recreations and Library Services Advisory Board three regular members with terms beginning May 15, 2015 and ending May 12, 2018.

### **BACKGROUND/DISCUSSION**

The Parks, Recreation and Library Services Advisory Board currently have openings for three regular positions. Staff advertised the opening through local newspapers, Town publications, the Government Access Cable Channel, and the Town’s web page with an application deadline of April 19, 2015. Seven applications were received.

Steven Hauptli, Paul Marchant, Jason Mick, Mickie Niland, Joseph Pikosz, Walter Presmyk and William Pritzker were discussed by Council in Executive Session on May 14, 2015. .

### **FINANCIAL IMPACT**

None.

### **STAFF RECOMMENDATION**

Appointments to Boards and Commissions are at the discretion of the Council. Staff offers no recommendations on such appointments.

Respectfully submitted,

Robin Stoneman  
Management Support Specialist



**Approved By**

Cathy Templeton

**Approval Date**

5/5/2015 7:55 AM



## Council Communication

**TO:** Honorable Mayor and Councilmembers

**FROM:** Robin Stoneman, Management Support Specialist, 503-6866

**MEETING DATE:** May 14, 2015

**SUBJECT:** Boards and Commission - Planning Commission

**STRATEGIC INITIATIVE:** Community Livability

This item supports the Strategic Initiative of Community Livability by encouraging public involvement in the decision-making process to assure Gilbert remains “Clean, Safe and Vibrant.”

### **RECOMMENDED MOTION**

A motion to appoint to the Planning Commission:

- A) three regular members with terms beginning June 2, 2015 and ending June 1, 2019;  
and
- B) an alternate member with a term June 2, 2015 and ending June 1, 2016.

### **BACKGROUND/DISCUSSION**

The Planning Commission currently has three regular openings and one alternate position. Staff advertised the opening through local newspapers, Town publications, the Government Access Cable Channel, and the Town’s web page with an application deadline of April 19, 2015. Fourteen applications were received.

David Blaser, Carl Bloomfield, William Brothers, Todd Hall, Gregory Hansen, Patrick Moir, Busola Obayomi, Jason Olive, Bryan Scienza, Kristopher Sippel, Joshua Strigler, Frank Vargas, Peter Winkler and Brett Young were discussed by Council in Executive session on May 14, 2015.

**FINANCIAL IMPACT**

None.

**STAFF RECOMMENDATION**

Appointments to Boards and Commissions are at the discretion of the Council. Staff offers no recommendation on such appointments.

Respectfully submitted,

Robin Stoneman  
Management Support Specialist

**Approved By**

Cathy Templeton

**Approval Date**

5/5/2015 8:00 AM



## Council Communication

**TO:** Honorable Mayor and Councilmembers

**FROM:** L. Michael Hamblin, Town Attorney, 503-6027

**MEETING DATE:** May 14, 2015

**SUBJECT:** Policy Statement No. 2015-03 – Advertising, Sponsorships and Naming Rights

<p><b>STRATEGIC INITIATIVE:</b> N/A</p>
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### **RECOMMENDED MOTION**

Motion to approve Policy Statement No. 2015-03 Advertising, Sponsorship and Naming Rights, which amends Policy No. 2015-02 to require all net advertising revenue, except revenue generated by Parks or event sponsorship, be used to fund social services through the Town's "Neighbor 2 Neighbor" program.

### **BACKGROUND/DISCUSSION**

Three members of the Council have requested Council consideration of a proposed amendment to Council Policy Statement No. 2015-02 on Advertising, Sponsorship and Naming Rights. This proposed change would require all net advertising revenue generated by the Town from programs such as "share my stamp" utility bill insert program, parks and sports field banners, signage in the Town right-of-way such as the Heritage District Gilbert Road banner be expended to fund social services for residents through the Town's "Neighbor 2 Neighbor" program. This proposed amendment would not include revenue generated by the Parks facility naming and event sponsorship provisions of the existing policy.

Council Policy No. 2015-02 was most recently amended by the Council on March 25, 2015. The current policy provides that the revenue generated by utility billing insert advertising is "dedicated to funding Gilbert's appropriations to non-profit entities."

The proposed changes are set forth in that attached draft with changes in strike-out or capital letters.

The policy was reviewed by L. Michael Hamblin, Town Attorney.

### **FINANCIAL IMPACT**

No impact to the revenue budget is expected. Any net advertising revenue, except for those listed above, will be applied to the “Neighbor to Neighbor” program.

The financial impact was reviewed by Laura Lorenzen, Management and Budget Analyst.

### **STAFF RECOMMENDATION**

Staff is neutral regarding Policy Statement No. 2015-03 Advertising, Sponsorship and Naming Rights, which amends Policy No. 2015-02 to require all advertising net revenue, except revenue generated by Parks or event sponsorship, be used to fund social services through the Town’s “neighbor to neighbor” program.

Respectfully submitted,

L. Michael Hamblin  
Town Attorney

Attachments and Enclosures:

Draft Policy No. 2015-03 – Advertising, Sponsorship and Naming Rights

Final Version Policy 2015-03 Advertising, Sponsorship and Naming Rights (for signature)

**Approved By****Approval Date**

Michael Hamblin

5/5/2015 5:19 PM

Michael Hamblin

5/5/2015 5:19 PM

Laura Lorenzen

5/5/2015 6:11 PM

**POLICY STATEMENT NO. 2015-03**

**SUBJECT: Advertising, Sponsorships and Naming Rights**

**DATE: May 14, 2015**

**POLICY STATEMENT**

<b>SUBJECT: Advertising, Sponsorships and Naming Rights</b>
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**A. Purpose**

Gilbert recognizes that there are opportunities for additional revenue sources to offset the costs of Gilbert administration, AS WELL AS HELP FUND SOCIAL SERVICES FOR GILBERT CITIZENS. including SUCH OPPORTUNITIES INCLUDE THE sale of advertising space, obtaining private sponsors for Gilbert events and programs, and selling naming rights for facilities.

It is the purpose of this policy to (i) set forth the conditions for advertising on or in Gilbert property in order to assure uniform and fair treatment of all persons applying to advertise on or in Gilbert property and to promote economic development, (ii) prohibit offensive or inappropriate advertising on or in Gilbert property, (iii) set forth consistent procedures for private sponsorships of Gilbert events and programs in order to assure uniform and fair treatment of all persons applying to sponsor a Gilbert event or program, (iv) ensure that sponsorships support Gilbert's goals of service to the community and remain responsive to the public's needs and values, (v) promote community events, (vi) set forth procedures for selling naming rights for certain Gilbert facilities, (vii) create opportunities to strengthen the collaboration among Gilbert, the public and community affiliate agencies, (viii) establish criteria for public display of permitted printed material in public areas of Gilbert-owned and operated buildings (ix) comply with applicable laws related to the use of Gilbert property.

It is expressly the intent of Gilbert council that advertising or displaying of printed materials on or in Gilbert property and sponsorships of Gilbert events shall not create a public forum on for the dissemination, debate or discussion of public issues.

The advertising and sponsorship provisions of this policy do not apply to non-Town sponsored events or activities, or to privately operated town owned facilities such as at Elliot District Park or private facilities on Town owned property.

**B. Definitions**

*Advertiser:* A person or group of persons advertising on or in Gilbert property.



*Advertising:* Promotional material that seeks to sell or promote goods, services, community events and/or community affiliate agencies. Advertising includes recognition on Gilbert media outlets in return for goods and services provided to Gilbert. Advertising does not include the general promotion of Gilbert-wide economic development efforts such as “Shop Gilbert”, the sale of Gilbert promotional merchandise, or Gilbert tourism promotion.

*Advertising Media and Space:* Any advertising opportunity on or in Gilbert property made available for sale or use by Gilbert to advertisers on or in Gilbert property.

*Advertising Restrictions:* The restrictions set forth under “Advertising Restrictions” in Section C of this policy.

*Channel 11:* The government access channel operated by Gilbert and available to local cable television subscribers.

*Community Affiliate Agency:* An agency that provides social services or programs for Gilbert residents. These agencies are normally 501(c)(3) corporations, have an agreement with Gilbert, and/or receive funding from Gilbert to assist with providing the social services or programs.

*Community Calendar:* A calendar maintained by Gilbert on Gilbert’s website that includes community events but no paid advertising at this time.

*Community Event:* An event conducted by an organization that is operated with an approved special event permit or other Gilbert issued agreement.

*Donations:* A gift or contribution of cash, goods or services given voluntarily toward a Gilbert event or program where no reciprocal commercial benefit is given or expected. A donation is not a sponsorship.

*Display Area:* A physical display case, bulletin board, brochure rack or shelf designated by a Gilbert department for uses authorized by this policy.

*Featured Business Program:* a business or organization that advertises, promotes and provides information at a Gilbert recreation center.

*Independent Contractor:* is a person, business, or corporation that provides goods or services to Gilbert under terms specified in a written contract

*Naming Rights:* The right to place a name at a park, field or facility in accordance with Section E of this policy.

*Paid Advertising:* The sale to an advertiser of advertising media and space on or in Gilbert property.

*Printed Material:* Gilbert material, printed material of other governmental entities if such governmental entity permits similar displays of Gilbert material, and organizations/groups with written partnership agreements and/or contracts with Gilbert.

*Public Area:* That portion of a Gilbert-owned building or facility usually open to the general public. Employee offices, employee lounges, conference rooms and similar spaces are not public areas.

*Signs/Signage.* A notice bearing a name, logo or advertisement that is displayed or posted for public view. Signage includes but is not limited to banners, scoreboards, sponsorship signs and record boards.

*Social Media Channels:* Facebook, Twitter, YouTube, and any similar media used by Gilbert.

*Sponsor:* An individual or entity who enters into a sponsorship agreement with Gilbert for the promotion of the individual or entity and/or its products or services. “Sponsor” includes in-kind sponsors and the affiliates and subsidiaries of the individual or entity.

*Sponsorship:* The provision of funds, products or services provided by a sponsor to Gilbert, in consideration for the opportunity for the sponsor to promote its name, product or service in conjunction with a Gilbert event or program

*Sponsorship Agreement:* A written agreement entered into between Gilbert and a sponsor setting forth the terms and conditions of a sponsorship.

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*Sponsorship Standards of Responsibility:* Include but are not limited to: (i) availability of the appropriate financial, material, equipment, facility, personnel resources and expertise (or the ability to obtain them) necessary to meet all contractual requirements; (ii) ability to comply with required or proposed delivery or performance scheduling; (iii) a satisfactory record of performance; and (iv) a satisfactory record of integrity and business ethics.

*Sports Affiliate:* An organization that is a member of the Gilbert Sports Coalition.

*Gilbert Buildings:* All buildings owned, leased or otherwise controlled by Gilbert, except for Gilbert recreational facilities.

*Gilbert Event:* A Gilbert special event as defined in Section 15-2 of the Municipal Code, an event or program organized by Gilbert’s Parks and Recreation Department.

*Gilbert Material:* Printed material produced by Gilbert for public distribution.

*Gilbert Media Outlets:* Gilbert website, social media channels and Channel 11.

*Gilbert Property:* Gilbert media outlets, Gilbert buildings, Gilbert recreational facilities, Gilbert utility bills and Gilbert publications.

*Gilbert Publication:* Printed or electronic material used by Gilbert to disseminate information to the public.

*Gilbert Recreational Facility:* Any lands, areas, buildings and facilities that are owned, leased or otherwise controlled by Gilbert for recreation purposes open to the public including, but not limited to: parks, athletic fields, tennis courts, swimming pools, playgrounds, ramadas, recreational trails, recreation, community and activity centers, senior centers, libraries, dog parks, skate parks and the riparian area.

*Gilbert Sponsorship Program:* The program authorized by this policy whereby private individuals or entities may sponsor Gilbert events or programs in return for the opportunity to promote their name, product or service.

*Gilbert Tourism Promotion:* Promotional material that promotes Gilbert as a tourist destination.

*Gilbert Vehicles:* All motor vehicles, including trailers, owned or leased by Gilbert, excluding public safety vehicles.

*Gilbert Website:* Any website maintained by or for the benefit of Gilbert.

### **C. Display of Printed Materials in Public Areas of Gilbert Buildings**

1. Gilbert departments may establish a display area in a public area at the department building for printed materials which includes Gilbert material, printed material of other governmental entities if such governmental entity permits similar displays of Gilbert material and organizations/groups with written partnership agreements and/or contracts.
2. Printed Material does not include: (i) commercial material, (ii) political or religious promotion, (iii) false, misleading or deceptive printed material, (iv) promotion of an illegal activity, (v) printed material that is harmful to minors as defined in ARS Title 13, Chapter 35, (v) depictions of violence or anti-social behavior, (vi) language which is obscene, vulgar or profane, or (vii) attacks on ethnic, racial, religious or other groups.
3. No printed material with the apparent purpose of influencing the outcome of an election shall be posted or distributed in Gilbert-owned buildings or facilities, as proscribed by A.R.S. §9-500.14.

## **D. Advertising on Gilbert Property**

### *General*

Advertising on Gilbert property is permitted only in conformance with this policy.

### *Advertising Restrictions*

The following categories of advertising shall not be accepted:

1. Promotion of political or religious messages;
2. Advertising alcohol, tobacco, nudity, sexual materials, medical marijuana or firearms
3. False, misleading or deceptive advertising as determined by Gilbert manager
4. Promotion or depiction of an illegal activity;
5. Advertising harmful to minors as defined in ARS Title 13, Chapter 35;
6. Depictions of violence or anti-social behavior as determined by Gilbert -manager;
7. Advertising that includes language which is obscene, vulgar or profane;
8. Attacks on ethnic, racial, religious or other protected groups;
9. Advertising that infringes on trademarks or copyrights.

### *Advertising – General Requirements*

All advertising on or in Gilbert property shall comply with the following requirements;

1. The logo or seal of Gilbert or any of its department logos shall not be reproduced or distributed in any manner which in any way impersonates a Gilbert official, public safety officer, or employee. The Gilbert logo or any of its department logos may not be reproduced or distributed as part of a special event, unless prior authorization has been granted as part of an event partnership agreement.
2. No advertising shall be permitted on uniforms worn by Gilbert employees.
3. No advertising shall give the appearance or impression that any product or service is endorsed or recommended by Gilbert or any of its departments, officers or employees.

4. No advertising shall display the words “stop”, “drive”, “danger”, or any other word, phrase, symbol, lighting or any device likely to interfere with or mislead pedestrian or vehicular traffic.
5. No advertising shall impact the quality and integrity of Gilbert property on or in which it is located, detract from the integrity of the landscape, or be inconsistent with the character of Gilbert property used for advertising.
6. Paid advertising shall be limited to speech which proposes a commercial transaction or message
7. Advertising shall comply with the requirements of Gilbert’s Land Development Code, including its sign regulations.
8. The costs of all design, production, installation, maintenance and removal shall be the responsibility of the advertiser. Gilbert is not responsible for damage or loss and the area must be returned to a similar or better condition without cost to Gilbert.
9. All advertising shall clearly and unambiguously identify the person or entity advertising the goods or services.
10. Advertising media and space are limited in number and therefore advertising that meets the requirements set forth in this policy will be accepted on a first-come, first-serve basis, except that priority may be given to advertising from organizations/groups with written partnership agreements or contracts, independent contractors, Gilbert special events, community events and tourism.
11. An advertising contract for paid advertising will follow contract policies as established by Gilbert Code.
12. Gilbert reserves the right to reject any advertising that is not in the best interests of Gilbert

#### *Advertising – Specific Gilbert Property*

In addition to the advertising restrictions set forth in this policy, the following requirements for advertising on or in specific Gilbert property shall apply:

1. Gilbert Road Banner/Parking Garage Display boxes: The use of the street light poles and display boxes are expressly limited to the uses authorized and the use of the poles or boxes are, therefore, not open to the public at large. The primary purpose of the Gilbert Road banner and display boxes is to allow Gilbert, Heritage District merchants, schools, non-profit organizations, and community based organizations the opportunity to promote their events and businesses.

2. Gilbert Media Outlets. No advertising is permitted on Gilbert media outlets, except as approved by Communications Director.
3. Gilbert Recreational Facilities. Advertising in buildings that are Gilbert recreational facilities must not conflict with the “Display of Printed Materials in Public Areas of Gilbert Buildings”, must comply with the Featured Business Program or a sponsorship agreement.
4. Gilbert Buildings. Advertising inside Gilbert buildings must not conflict with the “Display of Printed Materials in Public Areas of Gilbert Buildings” requirements, must comply with the Featured Business Program or a sponsorship agreement.
5. Gilbert Vehicles. Paid advertising may not be permitted on Gilbert vehicles unless through a sponsorship agreement

#### *Advertising - Gilbert Publications*

Gilbert Publications. Advertising may be permitted in Gilbert publications.

1. Sales of advertising or signage space in or on Gilbert owned facilities and printed materials, like the Recreation Guide, which involve the straight purchase of advertising sold at established rates, do not imply a reciprocal partnership arrangement.
2. Advertising spaces in Gilbert publications and facilities are not a public forum, and the Department reserves the right to edit advertising for content and to decline advertising contracts based on available advertising space, advertising product, ad copy content and graphics.
3. The Department may choose to solicit exclusive advertisers who pay a premium rate in order to be the only advertiser in a particular category. (i.e. chiropractor)

#### *Gilbert Utility Bills:*

1. Priority shall be given to advertising that promotes Gilbert-sponsored events or services.
2. Gilbert has the final approval on number of inserts and advertisements, keeping in mind the goal to maximize revenue and promote Gilbert activities.
3. To qualify, advertisers and the advertisements offered must be in compliance with the following minimum requirements:
  - a. The advertiser shall be in compliance with any local or state license or certification requirement.

- b. Advertisers shall offer a discount for the product or service advertised; a percentage, dollar amount off or similar reduction shall be included in the advertisement.
  - c. All advertisements are required to print the following disclaimer: “This advertisement does not constitute any endorsement by Gilbert or its staff regarding the product or service advertised herein.”
4. Inserts shall be limited to avoid increased postage expense.
5. A contract shall be entered into with a third-party to perform all marketing activities to select advertisers in the utility bill. All advertising shall conform to this policy. The third-party will accept all responsibility for costs of printing and inserting of the materials.
6. The third-party will offer various advertising opportunities (various size coupons) to allow small business participation.
7. The third-party will offer Gilbert municipal utility customers an option of opting out of receiving advertising inserts in their utility bills.
8. Gilbert revenues from utility bill advertising shall be dedicated to funding Gilbert’s appropriations to non-profit entities.

#### **E. Sponsorship on Gilbert Property**

##### *General*

Sponsorships may include sponsors of Gilbert events and programs. Donations are not subject to this policy.

##### *Restrictions*

Individuals or entities (including their affiliates and subsidiaries) that are engaged in any of the following activities, manufacture any of the following products or are included in any of the following classes are not eligible for a sponsorship:

1. Products or services that are prohibited or restricted by the Municipal Code or other applicable laws or policies.
2. Manufacture of alcohol, tobacco products, e-cigarettes, sexual materials, medical marijuana or firearms.
3. Promotion or depiction of illegal products or activities.

Sponsorship agreements are subject to the following levels of review and approval:

*Under \$50,000.* The director of the department or manager of the office may approve the sponsorship agreement.

*\$50,001 to \$100,000.* The sponsorship agreement must be approved by the Gilbert Manager

*\$100,001 and up.* The sponsorship agreement must be approved by the Gilbert Council.

#### *Criteria for Approval*

Entering into a sponsorship agreement with a sponsor shall not constitute an endorsement of the sponsor or its services and products; however a sponsorship may affect the reputation of Gilbert among its citizens and its ability to govern effectively. Therefore, any proposal for sponsorship in which the involvement of a sponsor may compromise the public's perception of Gilbert's neutrality or its ability to act in the public interest will be rejected after review by Gilbert staff.

Gilbert shall consider the following criteria before entering into a sponsorship agreement:

1. The ability of Gilbert to retain its identity on the facility as owner/operator of the facility or principal provider of the service;
2. Consistency of the proposer's services, products, customers and promotional goals with Gilbert's character, values and service priorities;
3. The proposer's historical participation and association with community projects, events and continued willingness to participate;
4. The operating and maintenance costs to Gilbert associated with the proposed sponsorship;
5. Anticipated public perception of the association with Gilbert and the proposer;
6. Extent, prominence and aesthetic of the public display of sponsorship;
7. Level of support provided by the proposer;
8. Level of participation and support by Gilbert that would be required to implement the sponsorship;
9. Inconsistencies between Gilbert policies and the policies or practices of the proposer; and



10. Other factors that might undermine public confidence in Gilbert's impartiality or interfere with the efficient delivery of Gilbert services or operations, including, but not limited to, current or potential conflicts of interest between the sponsor and Gilbert employees, officials, or affiliates; and the potential for the sponsorship to tarnish Gilbert's standing among its citizens or otherwise impair the ability of Gilbert to govern its citizens, or past lawsuits or claims against the potential sponsor.

### Sponsorship Agreement

All sponsorship agreements shall be consistent with applicable Gilbert policies and ordinances and good business practices. Sponsors shall comply with the Sponsorship Agreement and Responsibilities. In general, sponsorship agreements should include:

- Name of the Gilbert event or program being sponsored
- Term
- Renewal
- Consideration
- Description of Programs, Projects and Activities
- Marketing Rights and Benefits
- Termination Provisions

### No Public Forum Created.

No public forum is created by this policy. Gilbert intends to create opportunities for advertising for private sponsors for commercial purposes through the use of sponsorships for Gilbert events and programs as authorized by this policy.

## **F. Park and Facility Naming Rights**

### *General*

Gilbert will consider offering opportunities for selling naming rights for Gilbert parks and facilities, but such opportunities will be offered at Gilbert's sole discretion.

### *Restrictions*

Individuals or entities (including their affiliates and subsidiaries) that are engaged in any of the following activities, sell any of the following products or are included in any of the following classes are not eligible for naming rights:

1. Products or services that are prohibited or restricted by the Municipal Code or other applicable laws or policies.
2. Manufacture of alcohol, tobacco products, e-cigarettes, sexual materials, medical marijuana or firearms.

3. Promotion or depiction of illegal products or activities.

### *Responsibilities*

Gilbert Manager shall determine what Gilbert property is eligible to be offered for naming rights.

### *Criteria for Approval*

Awarding a naming right shall not constitute an endorsement of the entity or its services and products; however a naming right may affect the reputation of Gilbert among its citizens and its ability to govern effectively. Therefore, any proposal for a naming right in which the involvement of a sponsor may compromise the public's perception of Gilbert's neutrality or its ability to act in the public interest will be rejected.

Gilbert shall consider the following criteria before entering into a naming right agreement:

1. The ability of Gilbert to retain its identity on the facility as owner/operator of the facility or principal provider of the service;
2. Consistency of the proposer's services, products, customers and promotional goals with Gilbert's character, values and service priorities;
3. The proposer's historical participation and association with community projects, events and continued willingness to participate;
4. The operating and maintenance costs to Gilbert associated with the proposed naming right;
5. Anticipated public perception of the association with Gilbert and the proposer;
6. Extent, prominence and aesthetic of the public display of the name;
7. Level of support provided by the proposer;
8. Level of participation and support by Gilbert that would be required to implement the naming right;
9. Inconsistencies between Gilbert policies and the policies or practices of the proposer; and
10. Other factors that might undermine public confidence in Gilbert's impartiality or interfere with the efficient delivery of Gilbert services or operations, including, but not limited to, current or potential conflicts of interest between

the sponsor and Gilbert employees, officials, or affiliates; and the potential for the naming right to tarnish Gilbert's standing among its citizens or otherwise impair the ability of Gilbert to govern its citizens or past lawsuits or claims against the interested party.

#### Naming Right Agreement.

All naming right agreements shall be consistent with applicable Gilbert policies and ordinances and good business practices. In general, naming right agreements should include:

- Name of the park, field or facility
- Term
- Renewal
- Consideration
- Marketing Rights and Benefits
- Termination Provisions

#### **G. USE OF FUNDS**

ALL NET ADVERTISING REVENUE GENERATED THROUGH THIS POLICY WITH THE EXCEPTION OF REVENUE GENERATED PURSUANT TO SECTION E. "SPONSORSHIP ON GILBERT PROPERTY" AND SECTION F. "PARK AND FACILITY NAMING RIGHTS," SHALL BE USED TO FUND ASSISTANCE TO GILBERT RESIDENTS THROUGH THE TOWN'S "NEIGHBOR 2 NEIGHBOR" PROGRAM. AS APPROPRIATE, DONATED FUNDS SHALL BE USED FOR THE PURPOSES DESIGNATED BY THE DONOR.

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John W. Lewis, Mayor

ATTEST:

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Catherine A. Templeton, Town Clerk